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IN THE

Supreme Court of the United States

OCTOBER TERM, 1976

Nos. 76-1121, 76-1153 & 76-1162

AMERICAN BROADCASTING COMPANIES, INC., ET AL.,
Petitioners,

—v.—

WRITERS GUILD OF AMERICA, WEST, INC.,
Respondent.

ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS, INC.,
Petitioner,

—v.—

WRITERS GUILD OF AMERICA, WEST, INC.,
Respondent.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

—v.—

WRITERS GUILD OF AMERICA, WEST, INC., ET AL.,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

PETITION FOR CERTIORARI IN NO. 76-1121 FILED FEBRUARY 14, 1977
PETITION FOR CERTIORARI IN NO. 76-1153 FILED FEBRUARY 22, 1977
PETITION FOR CERTIORARI IN NO. 76-1162 FILED FEBRUARY 22, 1977
CERTIORARI GRANTED APRIL 25, 1977

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The decision of the Board and the decision and judgment of the court of appeals were printed in the petitions for a writ of certiorari and thus need not be reprinted.

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WRITERS GUILD OF AMERICA THEATRICAL AND TELEVISION FILM BASIC AGREEMENT OF 1970

This agreement hereinafter referred to as "Writers Guild of America Theatrical and Television Film Basic Agreement of 1970", (herein the "Basic Agreement") executed as of the sixteenth day of June, 1970, by and between Writers Guild of America, west, Inc., and Writers Guild of America, east, Inc. (hereinafter referred to as the "Guild"), and the following producing member companies of the Association of Motion Picture and Television Producers, Inc.:

Aaron Spelling Productions, Inc.
The Alpha Corporation
American International Productions, A California Corporation
Artanis Productions, Inc.
Aubrey Schenck Enterprises, Inc.
Bing Crosby Productions, Inc.
Brien Productions, Inc.
Bristol Productions, Inc.
Charleston Enterprises Corporation
Crislaw Productions, Inc.
Columbia Pictures Industries, Inc.
Daisy Productions, Inc.
Danny Thomas Productions
Edprod Pictures, Inc.
Filmways, Inc.
Formosa Productions, Inc.
Four Star International, Inc.
Frank Ross Productions
Geoffrey Productions, Inc.
Gibraltar Productions, Inc.
Harold Hecht Company (Los Angeles)
Herbert Leonard Enterprises, Inc.
Jack Chertox Television, Inc.
The Kappa Corporation
Lawrence Turman, Inc.
Leonard Films, Inc.
Levy-Gardner-Laven Productions, Inc.
Lucille Ball Productions, Inc.
Max E. Youngstein Enterprises, Inc.
Meteor Films, Inc.
Metro-Goldwyn-Mayer Inc.
Metromedia Producers Corporation
Millfield Productions, Inc.
Mirisch Films, Inc.
Mirisch Productions, Inc.
Mirisch T.V., Inc.
Motion Pictures International, Inc.
NGC Television Inc.
Norland Productions, Inc.
Oakmont Productions, Inc.
Paramount Pictures Corporation
Pax Enterprises, Inc.
Pax Films, Inc.
Rainbow Productions, Inc.
Rastar Enterprises, Inc.
Rastar Productions, Inc.
RFB Enterprises, Inc.
R.F.D. Productions
Robert B. Radnitz Productions, Ltd.
Sheldon Leonard Productions

Sid and Marty Krofft Television Productions, Inc.
The Stanley Kramer Corporation
Stuart Millar Productions, Inc.
Summit Films, Inc.
T & L Productions, Inc.
Tandem Productions, Inc.
Thomas/Spelling Productions
Twentieth Century-Fox Film Corp.
Universal City Studios, Inc.
Walt Disney Productions
Warner Bros. Inc.
Wolper Pictures, Ltd.
Wrather Corporation

(Each hereinafter referred to as the "Company" and collectively as the "Companies"). In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

The provisions of this Basic Agreement shall be designated as follows:

(i) General provisions (herein designated "General") applicable to both theatrical employment, and purchases and to television employment and purchases, and
(ii) Provisions (herein designated "Television") applicable to television employment and purchase only, and
(iii) Provisions (herein designated "Theatrical") applicable to theatrical employment and purchases only.

Article 1 Definitions

The following terms or words used herein shall have the following meaning:

A. GENERAL

1. The term "television motion picture" (sometimes referred to in this Basic Agreement as "television film") means the entertainment portion of motion pictures, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices or any combination of the foregoing or any other means, methods or devices, now used or which may hereafter be adopted for the recordation of motion pictures produced primarily for exhibition by free television, excepting for the purpose of this Basic Agreement, kinescopes of live television broadcasts.

2. The term "theatrical motion picture" means motion pictures and photoplays, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras, or devices or any combination of the foregoing or any other means, methods or devices now used or which may be hereafter adopted other than those motion pictures produced primarily for exhibition by free television.

3. The term "free television" means any method of exhibition by television of visual images but excluding "pay television".

4. The term "pay television" means a method of exhibition by television of a motion picture where a charge is paid by or assessed to or collected from the viewing audience, including subscription, telemeter or any other method whereby a charge is paid by the viewing audience for the right to view such motion picture.

5. The term "literary material" shall be deemed to include stories, adaptations, treatments, original treatment, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plot, outlines, narrative synopses, routines, narrations and formats for use in the production of television film.

6. The term "radio rights" means the right to broadcast by radio for aural reception only and unaccompanied by any recordation, transmission or broadcast intended for visual reception.

7. "Week-to-Week Employment". Employment of a writer on a week-to-week basis is employment which, except for such restrictions as may herein elsewhere be contained, may be terminated by the Company or writer at any time.

8. The term "public domain" refers to literary material which is not subject to copyright protection in the United States.

9. A "member of the Guild in good standing" is defined as a member of the Guild who has tendered the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

10. The term "writer" shall not be deemed to include any corporate or impersonal purveyor of literary material or rights therein.

11. Other than as provided in Article 14 hereof, this Basic Agreement shall not nor is it intended to cover the employment of Producers, Directors, Story Supervisors, Composers, Lyricists, or other persons employed in a bona fide non-writing capacity except to the extent that such employment consists of writing services covered under this Article 1, section B1(a)(2) and section C, 1(a)(3), nor the employment of Story Analysts, at any time prior to the expiration of this Basic Agreement, in the synopsizing of literary material, as referred to in subparagraph 1(f) of the wage scales and working conditions of the current agreement between "Producer and I.A.T.S.E. & M.P.M.O. and Local #854 thereof."

12. It is understood that this Basic Agreement shall not, nor is it intended to cover (except as provided in Article 3 and 6) contracts solely for purchase of stories, or any person who writes, whether under an optional contract or otherwise on an independent contractor basis.

13. Other terms not expressly defined in this Basic Agreement are used in their present commonly understood meaning in the Motion Picture Industry in the State of California.

B. THEATRICAL

1. Writer and Professional Writer.

a. A "writer" is a person who is:

(1) Employed by the Company to write literary material as defined herein, where the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein;

(2) employed by Company, who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such literary material regardless of whether such services are described or required in his contract of employment;

provided, however that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), Composers, Lyricists, or other employees, shall not be subject to this Basic Agreement and such services shall not constitute such a person a writer hereunder;

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
(g) Such changes in the course of production as are made necessary by unforseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions, or suggestions, whether oral or written, made to writer regarding story or teleplay.

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two screen credits for story or screenplay or both, as determined pursuant to the Theatrical Schedule A of this Basic Agreement, or Schedule A of prior Theatrical basic agreements, within a period of ten years (or has not received at least one of such credits within a period of five years) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue,

narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he performs services has received at least two such screen credits within such ten-year period (and with at least one of such credits within such five-year period) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture, and whose employment does not include the requirement that he perform writing services, then, if such person shall perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

In addition to the foregoing, in the case of a person who at the time he performs services is employed solely in the capacity of the director of a motion picture, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services, make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any producer or director shall receive screen credit pursuant to the provisions of the Theatrical Schedule A attached hereto or is determined by a Guild credit arbitration committee to be entitled to such credit pursuant to such Schedule

A and the Guild's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6 A 9. hereof shall apply with respect to such person.

With respect to a person employed solely as a producer-director, on the motion pictures which he directs the director paragraph above shall apply and on the motion pictures which he does not direct, the producer paragraphs above shall apply.

As used above, "producer" shall also include the bona fide executive producer of said motion picture if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during 1966: William Conrad, Ross Hunter, Samuel Arkoff, James H. Nicholson.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during 1966: Walt Disney, Robert Weitman, Walter MacEwen, M. J. Frankovich and Arthur Kramer shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of the Theatrical Schedule A of this Basic Agreement or is determined by a Guild credit arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6A 9. of this Basic Agreement shall apply with respect to such person.

7. "Rewrite" as used herein means the writing of significant changes in the plot of, story line of, or interrelationship of characters in a screenplay, submitted by the Company to a writer for the purpose of making such changes.

8. Merchandising Rights—The term "merchandising rights" means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer pursuant to an employment agreement, subject to this Basic Agreement, entered into on or after June 16, 1970, or acquired from a professional writer; provided such object or thing is fully described in such literary material and by such description appears to be unique and original.

The writer shall have no merchandising rights. However, if the Company exploits the merchandising rights (as defined above) in any such literary material, company shall pay to such writer an amount equal to five per cent (5%) of absolute gross (that is, monies remitted by the manufacturer on account of the exploitation of the subject merchandising rights). The provisions of this subsection 8 are also applicable to a writer who is not entitled to Separation of Rights.

C. TELEVISION

1. Writer and Professional Writer

a. A "writer" is a person:

(1) Whom the Company has engaged to write "literary material" as hereinabove defined, where the Company has the right by contract to direct the performance of personal services in writing or preparing the literary material or in making revisions, modifications or changes; or

(2) As to whom the Company has by contract the right to direct the performance of personal services in making revisions, modifications or changes in "literary material."

(3) Employed by Company, who performed services (at Company's direction or with its consent) in writing or preparing literary material or making revisions, modifications, or changes in literary material regardless of whether such services are described or required in his contract of employment; provided, however, that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), Composers, Lyricists, or other employees shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time

(b) Bridging material necessitated by cutting for time

(c) Changes in technical or stage directions

(d) Assignment of lines to other existing characters occasioned by cast changes

(e) Changes necessary to obtain continuity acceptance or legal clearance

(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography

(g) Such changes in the course of production as are made necessary by unforeseen contingencies (e.g., the elements, accidents to performers, etc.)

(h) Instructions, directions or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two or more screen credits for story or teleplay or both, as determined pursuant to the Television Schedule A of this Basic Agreement, or Schedule A of the previous Television basic agreements, within a period of five years prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the

above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he performs services has received at least two or more such television screen credits within such five-year period prior to the rendition of such services; and who is employed solely in the capacity of a bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

As used above, "bona fide producer of a specific television program" shall also include the bona fide executive producer of said program if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during the 1965-66 broadcast season: Norman Felton, Harry Ackerman, Paul Monash.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during the 1965-66 broadcast season: Walt Disney, William Orr, Jackie Cooper, Jennings Lang, William Self, Robert Weitman, and Alan Courtney, shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of the Television Schedule A of this Basic Agreement or is determined by a Guild arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity

and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement then the provisions of Article 6, subsection 9 shall apply with respect to such person.

In addition to the foregoing, in the case of a person who at the time he performs services is employed solely in the capacity of the director of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 thereof.

Article 6 Guild Shop (GENERAL)

1. Except as provided below, in both theatrical and television films each writer employed by Company on the effective date of this Basic Agreement who is then a member of the Guild in good standing shall remain a member in good standing, and each writer so employed who is not a member shall, on or before the thirtieth day following the effective date of this Basic Agreement, become and remain a member of the Guild in good standing. Each writer employed hereunder by Company after the effective date of this Basic Agreement shall not later than the thirtieth day following the beginning of his first employment, as hereinafter defined, in the motion picture and television industry, become and remain a member of the Guild in good standing.

The term "first employment" as referred to above shall mean the first such employment to which the provisions of this Basic Agreement apply as a writer for a motion picture by an employer in the motion picture and television industry, on or after the effective date of this Basic Agreement.

2. The provisions of subsection 1. of this Article 6 shall not apply

a. If a writer is not a member of the Guild in good standing at the time if his employment and although required by the provisions of his employment agreement to do so, fails or refuses to become a member of the Guild in good standing within the 30 days above mentioned, such writer, shall nevertheless be deemed to be a member in good standing, provided the Company on notice thereafter from the Guild shall pay or cause to be paid the initiation fee and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues; provided further that such writer shall be deemed to be a member in good standing for only the period necessary to permit him to complete the performance of his services in connection with the then current assignment. Company may use this exception only once for any particular person.

b. To a writer whom the Company is required to employ as a condition of the sale or license of material, provided that the Company or the writer shall, after notice from the Guild that the writer has not become a member in good standing as required hereunder, pay or cause to be paid to the Guild the initiation fees and dues that the writer would otherwise be required to pay hereunder during such employment, in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues.

c. To a writer employed by reason of his intimate or unique knowledge concerning the subject matter of the material. Company may use this exception only once for any particular person.

However, the writers employed by the Company within the above exceptions b and c shall not exceed 10% of the total number of writers in its employ of the Company. For the purpose of such computation, if the Company has in its employ at any time less than ten (10) writers

then one of such writers so employed may fall within one of the exceptions mentioned above. Promptly following the employment of any writers claimed by the Company to be within exceptions b or c above, the Company will notify the Guild in writing of the name of the writer employed, the date of the employment agreement and the fact that the Company claims that such writer is an exception hereunder.

For the purpose of such computation a writer who is employed under an exclusive contract by a Company shall be regarded as being employed by the Company at all times during the term of such contract, including periods during which the writer may be on layoff and periods during which such contract may be suspended by reason of illness or default of the writer or otherwise. The writer shall be regarded as continuing in the employ of the Company by which he is employed regardless of the fact that his services may be loaned to another Company.

3. The term dues as used herein shall not include fines or initiation fees.

4. Promptly after request by any person designated by the Company, the Guild will admit such person to membership in the Guild upon terms and conditions not more burdensome to such person than those then applicable to other applicants. Membership shall be effective as of the date of such request. Guild agrees that during the term it will not impose any unreasonable initiation fee as a condition to admission to membership, and agrees that during the term hereof it will not impose upon its members any obligation to pay dues that do not uniformly apply to all members of the Guild.

It is agreed that the Guild shall not close its membership books or otherwise prevent any person who wishes to become or remain a writer from becoming a member of the Guild, but on the contrary (subject to the provisions hereof relating to waivers as to members suspended or expelled) will make available the privileges of membership to any and all writers employed by the Company. The Guild will reinstate or readmit to membership any writer who applies for reinstatement or readmission, after being declared to be not in good standing or after suspension, expulsion, or resignation for any reason whatsoever, provided the writer will apply for such reinstatement or readmission and with such application tender to the Guild unpaid dues permitted by law, and upon such tender the Company may employ or continue to employ such writer. Instead of readmitting or reinstating such writer, the Guild may at its option grant to the Company a waiver as to such writer, in which event, for the purpose of determining the Company's compliance with the provisions of this Article 6, such writers shall not be considered as being employed by the Company.

5. If during any time that a writer is employed by the Company under a contract of employment such writer is or becomes a member of the Guild in good standing and if such writer shall subsequently and before his employment under such contract terminates, cease to be a member of the Guild in good standing then:

a. If such writer has ceased or shall cease to be a member for any reason other than his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member of the Guild in good standing throughout the writer's employment under said contract of employment as the same may be extended or renewed pursuant to any provisions or options therein contained.

b. If he has ceased or shall cease to be a member in good standing by reason of his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member in good standing for a period of fifteen (15) days after written notice, that he has ceased to be a member in good standing for failure to pay dues, from the Guild to such writer and to the Company, and if, prior to the expiration of said fifteen (15) days' period, payment of said dues in fact due and owing and specified in said notice shall be made by the writer or the Company, then, for the purposes of this Basic Agreement, such writer shall not lose his status as a member in good standing. To the extent that it may be lawful for the Company to do so, the Com-

pany may require, as a condition of employment, that any writer become and/or remain a member of the Guild in good standing, and may also require such written consent or consents as may be necessary so that, if the Company elects, it may pay to the Guild any dues of any writer and the Company shall have the right, insofar as its obligations to the Guild and to any writer under the terms and provisions of this Basic Agreement are concerned, if it elects, to deduct the amount of such dues from any compensation then or thereafter due or to become due to the writer; provided, however, that if such payment and deduction are or shall become contrary to law, or any statute, or are declared by any court of competent jurisdiction in the State of California or by any Federal Court or the National Labor Relations Board or its General Counsel, or by any other board or individual having jurisdiction over the matter, to be in violation of any applicable law or statute and if by reason thereof the Company fails to deduct and pay to the Guild such dues, as aforesaid, and shall notify the Guild thereof in writing within the fifteen (15) days after any notice from the Guild above mentioned, then although such dues are not paid within the fifteen (15) days' period, for the purposes of this Basic Agreement such writer shall, nevertheless, be deemed to remain a member of the Guild in good standing throughout the term of the writer's assignment.

Every personal service contract of employment shall provide that if the writer fails or refuses to become or remain a member of the Guild in good standing, as above provided, the Company shall have the right at any time thereafter to terminate such employment agreement with such writer.

If the Company is required or directed by any decision of a court of competent jurisdiction or any proper governmental authority to refund to any writer, in whatsoever form the same may be recovered, any dues deducted and paid to the Guild by the Company under the

provisions of paragraph b. of this subsection 5., the Guild agrees to repay to the Company the amount of such dues so refunded. The Guild will cooperate with the Company in obtaining the necessary authorizations from writers for the payment and deduction of dues in the manner provided in paragraph 5. above.

6. The Guild will facilitate employment of its members by the Company and will at all reasonable times promptly furnish to the Company in writing information concerning the status of any of its members, and the Company shall be entitled to rely upon such information so furnished by the Guild.

7. The Guild represents and warrants that discipline, resignation, admission, reinstatement, readmission and all other matters relating to membership status will at all times during the term hereof be within the exclusive jurisdiction of the Guild; and the Guild agrees that it will exercise such jurisdiction subject to and in accordance with the provisions and intent of this Article 6 and of any other applicable provisions of this Basic Agreement.

8. It is understood that the provisions of this Article 6 shall never under any circumstances be so construed during the term of this Basic Agreement as to constitute or permit what is known as a "closed shop" or construed in any manner that will at any time deprive the Company of its right to employ or continue the employment of a writer who is not a member of the Guild in good standing, or who does not become a member of the Guild in good standing within the period prescribed in subsection 1. of this Article 6 if the Company has reasonable grounds for believing that such a membership was not available to such writer on the same terms and conditions generally applicable to other like members of the Guild, or if the Company has reasonable grounds for believing that membership in the Guild was denied, deferred, suspended or terminated for reasons other than the failure of such person to tender the applicable periodic dues uniformly required as a condition for acquiring or retaining membership in the Guild.

9. If a person who has not been listed by the Company as a writer in accordance with the provisions of

Article 3 hereof shall receive, or shall have been entitled to, screen credit of the nature mentioned in Article 1 hereof, then if within fifteen (15) days after receipt of written notice thereof from the Guild to the Company the writer or the Company shall pay or cause to be paid the dues payable to the Guild for the period during which the person performed his services in the writing of the literary material after a date 30 days from the commencement of such services, then such person shall be deemed to have been a member of the Guild in good standing during the time that he was so performing his services as a writer. For such purpose the person receiving or entitled to such credit or the Company may apportion on a reasonable basis, salary payable to such person during the period he was employed as a writer.

10. Where the Company has failed to include a writer employed by the Company on the list of names of writers to be sent to the Guild under Article 3 and where such writer's performance of writer's services has continued for more than thirty (30) days after the beginning of his first employment, the Company on notice from the Guild shall pay or casue to be paid the initiation fees and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues. The provisions of this paragraph shall not apply in the event the Guild gives the Company such notice prior to the expiration of such period of thirty (30) days.

Article 7 No Strike, No Lock-out Clause (General)

1. The Guild agrees that during the term hereof it will not call or engage in any strike, slowdown or stoppage of work affecting theatrical motion picture or television film production against the Company.

2. If, after the expiration or other termination of the effective terms of this Basic Agreement, the Guild shall call a strike against any Company, then each respective then current employment contract of writer members of the Guild (hereafter for convenience referred to as "members") with such Company shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of the Guild shall incur no liability for breach of his respective employment contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Company perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:

a. That if the writer has been assigned to the writing of any material at the time any such strike is commenced, he will, after the termination of such strike and upon the request of the Company, report to the Company and perform his services in the completion of such assignment at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike.

b. That he will immediately, after the termination of such strike and upon the request of the Company, execute a new contract on the same terms and conditions, and at the same salary or other compensation as provided in the employment contract which was in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including options, equivalent to the unexpired term of the contract which was in effect when such strike was commenced.

c. That he will, in lieu of b., after the termination of such strike, at the option of the Company, and upon its demand, execute an agreement in writing with the Company extending the term or period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

3. If the member shall fail to perform the foregoing, or if he shall fail actually to finish his services in the assignment mentioned in 2.a., (except by reason of his death, physical disability, or default by the Company), then the waiver of liability by the Company heretofore given shall be null and void.

4. The member further agrees that the statute of limitations as a defense to any action by the Company against the member for his failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which he can be required to perform services by virtue of any statute (such as the seven-year statute) which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Company is ineffective thereupon, and the statute of limitations as to the Company's rights is waived by the member automatically.

5. The automatic suspension provisions of this Article 7 shall not affect the Company's right to sue any individual writer for breach of contract arising during the period of such strike, unless such writer shall have complied with his obligations under the provisions of this subsection 5. Nothing herein contained shall be construed to deprive the Company of its right to terminate the employment contract at any time after such member shall strike or otherwise fail or refuse to perform services.

6. The provisions of this Article 7 shall be deemed included in all employment contracts between writers and Company which are now in effect and all such employment contracts which shall be entered into during the effective term of this Basic Agreement.

7. The Guild agrees that it will take such affirmative actions as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Article 7.

8. Notwithstanding the expiration or other termination of the effective term of this Basic Agreement, by termination or otherwise, the provisions of this Article 7 shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Company and Guild.

9. The Guild is a corporation. Nothing in this subsection 9. shall enlarge the liability of its officers, directors, agents, and members, this subsection 9. being

an additional limitation thereon. The Guild will not be held liable for unauthorized acts of its officers, agents, directors, or members; neither the Guild, nor its officers, directors, agents, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slow-down, or work stoppage, unless the same be authorized by the Guild in accordance with its by-laws, but the foregoing exemption of this sentence shall not apply unless the Guild upon request from the Company affected thereby shall proclaim promptly and publicly that such strike, slow-down or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Company affected, with disciplinary proceedings in accordance with its by-laws against the participants in such unauthorized action.

10. The Company agrees that it will not call or engage in any lockout of members.

11. In accordance with and to the extent required by Articles 11 and 12 of this Basic Agreement as to any matter arbitrable thereunder, the Guild has right to strike Company so long as the Company's wrongful failure to participate in Grievance and Arbitration procedures continues. Such action on the part of the Guild is not a waiver of right to compel Company to participate in Grievance and Arbitration procedures. If Company shall contest the arbitrability of such issue, such issue of arbitrability shall first be determined prior to the arbitrator's proceeding with a hearing on the merits.

Article 8 Credits for Screen Authorship—(General)

The Company agrees that credits for screen authorship shall be given only pursuant to the terms and in the manner prescribed in the respective, applicable Schedule "A's" attached hereto and by this reference incorporated herein, provided, however, that the respective, applicable provisions of such Schedule "A's" shall apply only to credits for screen authorship finally determined during the term hereof.

Article 9 Minimum Terms—(General)

The terms of this Basic Agreement are minimum terms; nothing herein contained shall prevent any writer from negotiating and contracting with any Company for better terms for the benefit of such writer than are here provided. The Guild only shall have the right to waive any of the provisions of this Basic Agreement on behalf of or with respect to any individual writer.

Article 14. Writers in Non-Writing Capacities (Television)

A. Nothing herein shall be construed to prohibit Company from concurrently contracting for the services of an individual as a writer, subject to all of the provisions of this agreement, and the same individual to render services in a capacity or capacities other than as a writer which services shall not be subject to this Basic Agreement, provided that separate compensation is stated for the services of such individual in the capacity of a writer, and provided that separate contracts are entered into for writing services for no less than applicable minimum. None of the compensation due the individual for his services in a capacity or capacities other than as a writer shall be offset or credited against any compensation due the individual for his services in his capacity as a writer. Nothing in this paragraph is to be construed to prevent contracting for the services of a writer as a writer and in other capacities under a type of agreement in which specified compensation is stated for each of the various capacities for which the individual is or may be required to render services, with an agreement that not less than a stated overall amount of compensation is guaranteed for a stated period, and under such an agreement only the services and compensation paid for the services of the individual in his capacity as a writer shall be services and compensation subject to this Basic Agreement (provided, however, as set forth above, that separate contracts are entered into for such writing services). Nothing in this paragraph is intended to modify or otherwise affect the definition of a writer as contained in Article 1C 1.a. hereof.

B. A person employed as a writer for a series whose duties include for that series interviewing other writers, suggesting story ideas or script changes to other writers, or recommending approval of material submitted by writers, shall be subject to this Basic Agreement (excluding Executives, Executive Producers, and Producers; and also excluding persons who are employed as bona fide Associate Producers, who do not perform services as a writer for the series and where the above duties of such persons are incidental to their primary duties).

For such writer, the minimum compensation shall be:

(i) 150% of the week-to-week or term minimum compensation provided for in Article 13B 7.s., using whichever rate is applicable to the type of employment used in the particular case, or

(ii) the compensation described in Article 13B 7.s. (2) (e) whichever of (i) or (ii) above is the greater,

(iii) or if such writer is employed at a per episode price, then the aggregate amounts paid for the subject episodes shall not be less than the minimum prescribed above had such writer been employed on a week-to-week or term basis for the period or aggregate of periods during which such writer works as such on the series.

THEATRICAL SCHEDULE A

THEATRICAL CREDITS

1. Credit shall be given on the screen for the screenplay authorship of feature-length photoplays and shall be worded "Screenplay By." The term 'screenplay' means the final script (as represented on the screen) with individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario, dialogue, and added dialogue as shall be used in and represent substantial contributions to the final script.

In the exceptional case where a writer has contributed to the development of the final screenplay but is not given screenplay credit hereunder, credit in the form "Adaptation By" may be given, but such credit, shall be subject to automatic credit arbitration as provided in subsection 18. of this Schedule A.

2. The term "story," as used throughout this Schedule A means all writing written substantially in whole by a writer or writers while employed by the Company, representing a contribution distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "source material" means all material upon which the screenplay is based other than story as hereinabove defined, including other material on which the story is based. Credit shall be given on the screen for story authorship of feature length photoplays to the extent and in the forms provided in the following subparagraphs a. to e., inclusive.

a. When the screenplay is based upon story and upon no other source material, screen credit for a story authorship shall be given the screen writer, and shall be worded "Story By."

b. When the screenplay is based upon source material, screen credit for story authorship may be given by the Company to the source material author, and may be worded "Story By."

c. When the screenplay is based upon both story and source material and the story is substantially

new or different from the source material, credit for story authorship shall be worded "Screen Story By," which credit shall be subject to automatic credit arbitration as provided in subsection 18. of Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired. The following examples are illustrative and not intended to cover all situations: "From a Play By," "From a Novel By," "From a Saturday Evening Post Story By," "From a Series of Articles By," "From an Unpublished Story By," "Based on a Story By," "Ernest Heminway's Old Man of the Sea," or other appropriate wording indicating the form in which it is acquired.

"Based upon a Screenplay By" is appropriate source material credit in cases in which literary material is acquired or writers are employed under circumstances in which the credit provisions of this Basic Agreement do not apply, and under contracts whereby purchaser or employer agrees to give writing credits, and if Company takes over the employment contract or acquires the material written under such contract, and subsequently employs, in relation to such material, a writer subject to this Basic Agreement.

d. When the screenplay is based upon a sequel story written by an employed writer, story credit for such sequel shall be given in the form "Story By," and the author of the source material upon which such sequel is based may be given credit "Based Upon Characters Created By," or other appropriate form of credit.

e. The Company may engage any person to write any source material (including but not limited to the source material referred to in paragraph c., above), as an independent contractor, and may guarantee source material credit to such person as above provided.

Upon the written request of a writer made prior to his acceptance of employment in connection with

a designated photoplay, or upon the written request of a then employed writer made at the time of his assignment to a designated photoplay, the Company shall notify him in writing of any then existing contractual obligation to give credit for source material in connection with such photoplay. The Company shall not be thereby limited from making subsequent contractual obligations to give source material credit, as above provided, in connection with such photoplay. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect credit information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer, if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, from carrying out such credit obligations as may be therein provided.

3. Screen credit on photoplays on which one writer or a team has written both the story and the screenplay shall be worded "Written By."

If a writer is entitled to "Written By" credit on a photoplay which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By ————", or "Written and Directed By ————", or "Written, Produced, and Directed By ————".

4. Screen credit for screenplay will not be shared by more than two writers, except that in unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting two writing teams may be used. A writing team is: two writers who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The intention and spirit of the award of credits being to emphasize the prestige and importance of the screenplay achievement, the one, two or at most three writers, or two teams, chiefly responsible for the completed work will be the only screen writers to receive screenplay credit. Story credit will not be shared by more than two writers.

5. The limitation on the number of credits provided for in subsection 4 shall apply to all feature-length photoplays except episodic pictures (such as TALES OF MANHATTAN and IF I HAD A MILLION) and revues. A revue is a feature-length photoplay in which the story is subordinate to specialties, musical numbers or sketches, and in connection with which star or featured billing is given to the actors, singers, dancers, or musicians appearing in these separate specialties, musical numbers or sketches.

6. Unless the screenplay writing is done entirely without the collaboration of any other writer, no designation of tentative screenplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit.

7. When more than one writer has participated in the authorship of a photoplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen, provided that the form of credit agreed upon is in accordance with the terms of this Schedule A, and provided the agreement is reached in advance of arbitration, and provided that the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the Company before a final determination of credits hereunder, the Company will accept such designation of credits, and such agreed credits shall be-

come final hereunder. The Company will confirm such agreed credits by sending notice thereof to all participants and the Guild, in the manner hereinafter provided in subsections 11. and 12. hereof.

In any case in which a foreign law or government regulation applicable to the employment of writer requires credit to be given, Company shall furnish the Guild with a copy of such law or governmental regulation together with the tentative notice of credit and the Guild agrees that credits determined shall include the minimum credit necessary to comply with such legal requirements.

8. Writing credits as finally determined hereunder shall appear on the screen on a title card immediately preceding the cards on which appear credit to the producer and the director of the photoplay, provided that the card on which appears the credit to the producer immediately precedes that of the director, and otherwise the card on which writing credits appear shall immediately precede that of the director. No other credits except source material credit, may appear on the card on which writing credits appear.

Source material credits (if they appear on the screen) and writing credits finally determined hereunder shall, subject to the foregoing, appear only in the following manner:

a. On one title card on which there appear only writing and source material credits.

b. On separate title cards on each of which there may appear any one or more of such credits, and no other credits.

c. On the main title card of the photoplay on which there may appear any one or more of such credits together with other credits.

Screen credit for the writer of the screenplay shall be accorded in the same style and size of type as that used to accord screen credit to the individual producer or director of the photoplay, whichever is larger.

Whenever source material credit, or source material and story credit given to the same writer, appears on the same title card as the screenplay credit, the screenplay

credit must be the initial credit and must occupy not less than 50% of the credit card in type at least as large in all respects as that accorded the source material credit. Wherever story credit, but no source material credit, appears on the same title card as the screenplay credit, the screenplay credit must be the intial credit and occupy not less than 60% of the card. Wherever both a source material credit and story credit given to different writers are placed on the same title card as the screenplay credit, the screenplay credit shall appear in a larger size of type on the upper 60% of such title card. Such source material credit and this story credit shall appear in a smaller size of type than that used for the screenplay credit and shall appear on the lower 40% of such title card which lower 40% of such title card shall be apportioned equally among all writers receiving such source material and story credit. Under the circumstances described in the immediately preceding sentence, the Company shall have the right to place the source material credit on another card without the limitations hereinabove imposed so long as such other card is not inserted between the screenplay credit and the director's credit. The foregoing provisions of this subsection and the preceding subsection shall not be applicable to contract commitments entered into prior to December 13, 1963 which contain terms contrary thereto.

9. A writer who has participated in the writing of the screenply, or a writer who has been employed by the Company on the story, or who has sold or licensed literary material subject to this Basic Agreement, shall for the purpose of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of screen credits, and in addition, in the case of a remake, any writer who has received credit either for story or screenplay in connection with the most recent production of such remake photoplay.

10. Prior to the final determination of screen credits, as provided herein, the work of participants not receiving screen credit may be publicized by the Company. After such a determination of screen credits only per-

sons receiving screen credits or source material credit may be so publicized.

11. Before the writing credits for a motion picture are finally determined (and in the case of a motion picture produced in Company's studios in the Los Angeles area, no later than three (3) business days following completion of principal photography of such motion picture, except where circumstances make it impractical), the Company will send to each participant and to the Guild concurrently a written notice which will state the Company's choice of credit on alternative basis, together with the names of all participants, their addresses last known to the Company and if a participant is then also a director or producer of the photoplay the notice will so indicate. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within five (5) days after the Company's request for such information, in addition to giving notice to each participant shown on its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which Company intends to use in connection with the photoplay. Such credits shall not be subject to the provisions for protest and arbitration as hereinafter provided, but the Guild shall have the right to object to the form of such a credit.

At the Company's request, the Guild may, but shall not be obligated to, make a determination of screen credits and shall so notify the participants. When a Guild determination is so made, it shall be considered a final determination.

At the request of the Guild made to the Company on commencement of principal photography of such motion picture, the Company shall furnish the Guild with a list of all persons who, to the best of the Company's knowledge, are or were participants (see subsection 9, above) with respect to such motion picture. If therafter any other writer is engaged by Company to render writing services in or in connection with such motion picture during the principal photography thereof, the Company will promptly notify the Guild of that fact. If the motion picture involved is a remake of an earlier motion picture produced by Company, the list of writers to be supplied by the Company pursuant to this paragraph shall incude the name of any writer employed by the Company to render writing services with respect to the most recent prior production by Company of such earlier motion picture and who received screen credit for such writing services.

A casual or inadvertent failure by the Company to forward the notices, lists, names or other information to the Guild or persons specified at the times or places designated pursuant to this subsection 11. shall not be deemed to be a breach of this Basic Agreement.

12. The notice specified in subsection 11. hereof, will be sent by telegraph to writers outside of Los Angeles area or by telegram, messenger or special delivery mail to writers in such area. In case of remakes the Company shall not be under any obligation to send any notice to any writer contributing to the screenplay or story of the original production unless such writer received screen credit in connection with such original production.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than six o'clock p.m. of the fifth business day following the next day after the dispatch of the notice above specified. If within the time specified, a written request to read the script has not been delivered to the Company from any of the participants, or a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis thereof in the notice thereof. The Guild agrees not to use its right of protest indiscriminately. In the event of an emergency and on Company's request, the Guild may reduce such "fifth business day" period. The Guild agrees to cooperate as fully as possible in considering such requests.

14. If a request to read the script is received by the Company from a participant within the time specified in subsection 13. hereof, or if a written protest of the

tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earier than one hundred and twenty (120) hours, exclusive of Sundays and holidays, after the scripts are delivered to the Guild office in Los Angeles, or one hundren and twenty (120) hours after the Guild is notified that the scripts are available at the Company's studio, whichever is earlier. In the event of an emergency and on the Company's request, the Guild may grant a reduction of such one hundred and twenty (120) hour period. The Guild agrees to cooperate as fully as possible in considering such requests.

The tentative screen credits shall become final if no protest is timely made.

15. Upon receipt of a protest or request to read the script, the Company will deliver a copy of the script to the Guild office in Los Angeles for each participant who requests it, provided that the Company shall not be required to prepare additional copies of the script, and the Company shall notify the participants and the Guild by telegraph informing them of the name of the protesting party and the new time set for final determination.

16. If a unanimous designation of credits as provided for in subsection 7. hereof or a request for arbitration as hereinafter provided is not communicated to the Company within the time limit set for the final determination of credits, the Company may make the tentative credits final.

17. Any notice specified in the foregoing pargraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company by telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally.

18. Unless a unanimous agreement has been reached in accordance with subsection 7. hereof, any participant or the Guild, may within the period provided for in subsection 14. hereof, file with the Company at its Studio and the Guild at its Los Angeles office a written request for

arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A the Guild will be deemed to have made a written request for arbitration of credits, at the time the Company submits the notice of tentative credits, and in such cases Company will immediately make available to the Guild the material as provided for under this subsection.

The Guild through its arbitration committee shall, within ten business days therofter make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered with said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this subsection 18. have been fully complied with by the Company.

In the event of an emergency and upon the Company's request that the time for arbitration be shortened, the Guild agrees to cooperate as fully as possible. If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate as fully as possible.

Prior to the rendition of the decision said committee may make such investigations and conduct such hearings as may seem advisable to it. Immediately upon receipt of said request for arbitration, the Company shall make available to the Guild three (3) copies of the script, and three copies of all available material written by the participants and three copes of all available source material, provided, however, that if three copies of any such material shall not be available. Company shall only be required to provide such copies as are available but in such case the time within which the committee may be required to render its decision as provided for herein shall be extended from ten days to twenty days. In addition, the Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to the arbitration. Upon request of the arbitration committee, the Company

shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee, and any Board of Review established by the Guild in connection therewith, with respect to writing credits, in-so-far as it is rendered within the limitations of this Schedule A, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

19. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the Committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such Committee. The Guild and any writer signing any contract incorporating by reference or otherwise or referring to this Schedule A, and any writer consenting to the procedure set forth in this Schedule A, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this Schedule A, and all such rights or claims are hereby specifically waived.

20. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or a participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company, as the case may be, within forty-eight (48) hours after completion of the writing work claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

21. No writer shall claim credit for any participation in the screen authorship of any photoplay for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

22. In any publicity issued or released prior to the final determination of credits as herein provided, the Company may include such screenplay or screenplay and story credits as the Company may in good faith believe to be fair and truthful statement of authorship. After such final determination of credits, the Company shall not issue or release any publicity which shall state screenplay or screenplay and story authorship contrary to such determination. No casual or inadvertent breach of the foregoing shall be deemed to constitute a breach by the Company.

Writing credit, but not necessarily in the form specified in this Schedule A, shall be incuded in publicity releases issued by the Company relating to the picture when the producer and the director are mentioned. The writing credit shall also be included in screening invitations issued by the Company where the credit of the producer or director are included. Prior to a final determination of credits the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.

Screenplay or screenplay and story credit in accordance with the final determination of such credit will be given on any paid advertising issued anywhere in the world, provided such advertising is prepared by the Company in the Continental United States and is controlled by the Company where such advertisement is used; it being understood that in such advertising prepared

prior to final determination of screenplay and story credits, the Company shall include such screenplay or screenplay and story credit as the Company may in good faith believe to be a fair and truthful statement of authorship. After final determination of credits, the Company shall not prepare for issuance any advertising which shall state screenplay or screenplay and story authorship contrary to such final determination.

Where there is only a single writer on a project and if a paid advertisment is issued in which that writer would have received credit hereunder had there been a final determination of credit at that time, then such writer shall be given credit in such advertisement in accordane with the credit requirements of this Schedule A.

In forms of advertising covered hereunder the names of the individual writers accorded screenplay or screenplay and story credit for a photoplay will appear in the same size and style of type as that in which the name of either the individual producer of the photoplay or, the director of the photoplay shall appear in such advertising, whichever is larger. Provided, however, that:

a. If three (3) or more writers share screenplay credit, then the Company shall not be required to use, for the advertising credit to which such three (3) or more writers are entitled, an area in excess of the minimum area that would be occupied by the names of the first two (2) of such writers, if only such first two (2) writers were entitled to share screenplay credit; it being understood that for such purpose the Company may diminish height of the type in which the names of the three (3) or more writers appear in addition to narrowing from side to side the names of such three (3) or more writers; it being further understood that for the purpose of determining which of the writers are the first two (2), the order in which such writers appear in the notification of the Guild's determination reached in its credit arbitration proceedings shall control; and

b. Where a writer entitled to screenplay credit is also entitled to credit as the director and/or producer of the photoplay, then the name of such writer need

only be mentioned once in such advertising, provided, however, that he receives credit as a writer, provided further that the order of credit as between writer, producer and director shall be the same as the order with respect to which such credits are given on the screen; and

c. In giving such credit on twenty-four (24) sheets, the names of the individual writers shall in no event appear in type ess than 3-½ inches in height or if the screenplay or story credit is shared by more than two (2), in type less than 2-½ inches in height; and

d. In giving such credit in forms of advertising covered hereunder, other than on twenty-four (24) sheets the names of the individual writers shall in no event appear in type of a height less than 15% of the height of type used for the title of the photoplay, or if there are two (2) titles of the photoplay, the larger title of the photoplay. Company may seek a waiver of the double billing provision, in particular cases as the "Beau Geste" ads and the Guild will not unreasonably withhold such waivers.

In all cases the location of the credit accorded to any writer under this subsection 22 shall be discretionary with the Company.

Where the title of the photoplay is in letters of varying sizes, the percentage above referred to shall be based on not less than the average size of all the letters in such title.

The foregoing obligation to accord advertising credit shall be limited to screenplay or screenplay and story credit and shall not apply:

(1) To group advertising, i.e., where more than one (1) photoplay is advertised; provided, however, that with respect to this exception and the following "teaser" exception, if the individual producer or individual director is mentioned the writer shall also be mentioned, unless no writer is assigned.

(2) To so-called "teaser" advertising;

(3) To advertisements less than eight column inches in size, but if the names of two or more persons who are the producer and director are mentioned the writer shall also be mentioned;
(4) To "trailer" advertising, except where the individual producer or director is mentioned;
(5) Other advertising on the radio or television;
(6) Where credit is given neither to the individual producer nor director of the photoplay;
(7) To special advertising relating only to the source material on which the picture is based, or author thereof, any member or members of the cast, the director, individual producer, or other personnel concerned in its production, or similar matters.

Advertising shall be deemed to have been prepared hereunder when the Company has forwarded the finished copy therefor to the processor or publisher. The Company agrees, however, to revise advertising prepared prior to the final determination of credits so as to show the screenplay or screenplay and story credit as finally determined, if such revision can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense, and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a picture script, and in any novel based on the screenplay, provided that with respect to any novel based on such screenplay the credit shall indicate that such novel is based on such screenplay. Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover the "screenplay" or "written by" credit shall also appear on the cover in the same size and style of type as the writer of the novel, provided, however, that the writing credit need not so appear if the writer of the screenplay is the writer of the novel. The contract with the publisher shall provide that this provision is for that express benefit of the writer and the Guild, and that the publisher will comply with such requirements. But the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

In connection with the radio or television broadcast of a half-hour or more in length, the whole or nearly the whole of the entertainment portion of which consists of the adaptation of a screenplay or substantial part thereof, the screenplay or screenplay and story credit as it appears on the screen shall be given either orally or visually.

Where the major writing contribution to a photoplay is in the form of narration, credit for such narration shall be given and worded in the following form: "narration written by." When a narration credit is given in lieu of a screenplay credit on any photoplay, then such narration credit shall be subject to all of the rights and limitations as are provided in this subsection 22. with respect to screenplay credit.

If hereafter the Company distributes or licenses the distribution of a souvenir program or theatrical program of a motion picture hereunder, or a phonograph record or phonograph album made from the sound track of a motion picture hereunder, and the individual producer or director of such picture is named in his capacity as such in such program or on the liner, cover or jacket of such album or records, then the writer shall also be named. The size of such credit as specified under this Schedule A shall be related to the size of the title as it is used in the listing of credit for such picture on such program, liner, cover or jacket.

If in giving credits with relation to a product, the Company gives a "produced by" and also a "directed by" credit then Company shall require the writer's credits to be given in accordance with the provisions of this Schedule A. The failure of a third party to comply with such requirement shall not constitute a breach by Company.

Where the Company supplies written handouts to reviewers and critics it will list writing credits, if they have theretofore been determined.

No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default, or a breach by the Company of this Basic Agreement.

23. In connection with "sneak" previews before the first general release of a photoplay in the United States, the Company shall give such screenplay or screenplay and story credits as the Company may in good faith believe to be a fair and truthful statement of authorship, but it shall be the obligation of the Company in good faith to have such credit determined prior to such sneak previews; and there shall be no other preview or theatrical showings of any kind except sneak previews, until correct writing credit has been determined as herein provided and included in the main title.

24. The provisions of this Schedule A shall govern the determination of writing credits for shorts (as defined in the Basic Agreement) based upon written scripts, except that:

a. Such writing credits shall appear in forms selected by the Company. In this connection, the Company agrees to use forms of credit which represent a fair and truthful statement of authorship.

b. The location of screen credit shall be discretionary with the Company and such credit may appear on a card with other credits.

c. The right of protest shall be limited to participants. Protests shall be directed only to improper or untruthful statements of the facts of authorship, rather than to the form in which such authorship is stated.

d. The period of time specified in paragraph N hereof shall be forty-eight (48) hours in place of one hundred and twenty (120) hours.

e. The period of time specified in paragraph R shall be three (3) business days in place of ten (10) business days, and the arbitration decision shall not affect the form of the writing credit.

f. The provisions of subsection 22. requiring the giving advertising credit, shall not apply to shorts, but if such writing credits are advertised, they shall be a fair and truthful statement of authorship.

25. In connection with the sale, assignment, or licensing of any literary material or rights therein, which material is subject to the credit provisions of this Schedule, Company shall obtain an acknowledgment in writing that the purchaser, assignee or licensee, as the case may be, will abide by all of the obligations incurred to writers by Company under the terms and provisions of this Schedule A. Upon the execution of such an acknowledgment, Company shall be considered to have fully complied hereunder and thereupon shall be relieved of all obligations under this Schdeule A, with respect to such material or rights therein, as the case may be.

26. a. Company will submit to the office of the Guild, 8955 Beverly Boulevard, Los Angeles, California 90048, attention of its Executive Director, a copy of the initial and subsequent campaign advertising material, prior to the issuance or distribution of such advertising material. If at the time of such submission, the Company has the copy of the souvenir program, theatrical program, liner, cover or jacket referred to in subsection 22. above or the copy of the title and cover page of the novelization, referred to in subsection 22, above, the Company will also furnish such copy to the Guild at such time. If the exigencies of time so require, Company may comply with the above by submitting such advertising material to the office of the Writer's Guild of America, East, Inc., 22 West 48th Street, New York 36, New York, Attention of its Executive Director. If within twenty-four (24) hours after such submission in Los Angeles or if within thirty-six (36) hours after such submission in New York the Guild protests by telegram delivered (collect if desired) to the Company, that such advertising material does not conform to the provisions of this Schedule A, subsection 22. above, then the Guild may, within twenty-four (24) hours after making such protest, submit the dispute to arbitration under this subsection 26.

The arbitrator shall make his decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after such submission to arbitration.

The arbitrator shall be selected in accordance with the following procedure. There shall be a panel of ten (10) arbitrators designated as Arbitrators Number 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, respectively. The first such arbitration shall be submitted to Arbitrator Number 1, the second such arbitration (or the first such arbitration if Arbitrator Number 1 is unavailable therefor) shall be submitted to Arbitrator Number 2, and so on in rotation. The initial panel of arbitrators is:

Ben Aaaron	Arbitrator Number 1
Sidney Justin	Arbitrator Number 2
Dean Richard Maxwell	Arbitrator Number 3
Addison Mueller	Arbitrator Number 4
Seymour Bricker	Arbitrator Number 5
Orrin B. Evans	Arbitrator Number 6
Harry Keaton	Arbitrator Number 7
Roger Davis	Arbitrator Number 8
Leon Kaplan	Arbitrator Number 9
Walter Bruington	Arbitrator Number 10

The arbitration shall be held in Los Angeles, California. The cost of such arbitration shall be borne equally by the Company and the Guild. The Company and Guild shall each bear its own attorneys' fees.

If the arbitrator decides that the Guild's protest is valid, he must designate in what respect such advertising material does not conform to the provisions of this Schedule A, subsection 22. above. This shall be the limit of the arbitrator's authority. The decision of the arbitrator shall be binding upon the Company, the Guild, and the writer or writers involved. Company shall not issue any such advertising material which would violate such decision.

It is hereby agreed that if the arbitrator in any arbitration under the provisions of this subsection 26. does not make his decision and deliver it to the respective offices of the Company and Guild within 24 hours after the dispute has been submitted to him under this subsection 26., then, at any time thereafter prior to the

making and delivering of such decision, either the Guild or the Company may elect to remove the dispute from such arbitrator and re-submit it to the next arbitrator in rotation. If so re-submitted, such next arbitrator in rotation shall make his decision and deliver it to the respective offices of the Company and Guild within 24 hours after such re-submission. The aforesaid election and re-submission shall be exercised and effected by written notice by the Guild or the Company, as they case may be, to the other party. If the first arbitrator shall make and deliver his decision after the expiration of 24 hours after the dispute has been submitted to him and prior to the re-submission of the dispute to the next arbitrator in rotation as aforesaid, such decision shall have the same effect as though it had been made and delivered by the first arbitrator within 24 hours after the original submission of the dispute to him.

If the Guild fails to submit its protest in the manner and within the time period specified above, or if the Guild fails to submit the dispute to aribtration in the manner and within the time period specified above, then in either of such events the Guild shall be conclusively deemed to have approved such advertising material and such approval shall be binding upon the Guild and the writer or writers involved. The Company shall not issue or distribute any advertising material prior to the expiration of the period within which the Guild may protest nor in the event of a protest by Guild (submitted in the manner and within the time period specified above) prior to the expiration of (i) seventy-two (72) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in Los Angeles or (ii) eight-four (84) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in New York, as the case may be.

In determining any twenty-four (24) or thirty-six (36) hour period referred to above in this subsection 26 a., there shall be excluded Saturdays, Sundays, and the six holidays recognized in the motion picture industry, to-wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

Time is of the essence as to all of the provisions of this subsection 26.

b. Company will forward, wherever practical, by Air Mail, to the Guild, to the attention of its Executive Director, a copy of each of its press books immediately upon its publication and before its general distribution. The present address of the Guild is 8955 Beverly Boulevard, Los Angeles, California 90048.

Such press books shall conform to the provisions of this Schedule A, subsection 22., above.

The Guild shall send a written answer to the Company immediately upon receipt of the Company's press book. If Company does not receive such an answer from the Guild within six days from the time the Company has sent the press book to the Guild, the Guild shall be considered to have approved the press book, and such approval shall be binding upon the Guild and the writer or writers involved. If within such six days the Guild should protest to the Company that any advertising contained in such press book neither previously approved as part of initial advertising material nor as part of subsequent advertising material, does not conform with the advertising provisions quoted above, the Guild and the Company shall appoint a joint committee which shall immediately determine the validity of the Guild's protest. If the committee determines it is a valid protest, it may specify the corrections, if any, necessary to conform the advertising with the above mentioned advertising provisions.

27. If the Company shall sell or license the so-called stage presentation rights to a screenplay with respect to which a writer has received a "written by," "story by," or "screen story by" screen credit, then Company shall provide in the contract of sale or in the license that the writer shall be accorded appropriate credit reflecting such screen credit in (1) the program for the stage presentation based upon such screenplay, (2) newspaper advertising of one-half page or larger for the Broadway showings of such stage presentation, and (3) billboards and lobby displays for such stage presentations, but only

if general credits are also accorded in such programs, newspaper advertising, lobby displays, and billboards, e.g., director credit, stage play writer credit, producer credit, choreographer credit, and the like. The failure of the purchaser or licensee of the stage presentation rights to comply with such contractual requirements shall not constitute a breach of this agreement by the Company.

28a. Notwithstanding any other provision of this Schedule A, but subject to the provisions of subsection 28d. below, if the individual producer or director is accorded a "production" or "presentation" type of credit, such as "A Sam Jones Production" or "A Sam Jones Picture" or "A Sam Jones Presentation," on the screen (wherever such credit may appear on the screen other than in the position where such individual producer or director credit would normally appear pursuant to this Schedule A), in advertising (wherever such credit in advertising may appear), such "production" or "presentation" type of credit may be accorded in a different style and/or a different size (whether larger or smaller) of type than used to accord credit to the writer of the screenplay, subject to the following:

(1) If such "production" or "presentation" type credit on the screen is in such different style or different size of type, it shall not be placed on the screen between the card according credit to the writer of the screenplay and the card according credit to the director of the photoplay.

(2) If such "production" or "presentation" type credit is used more than once in any advertisement and appears in larger size type than that accorded to the writer of the screenplay in such advertisement, it may not be placed on the same line as such writer's credit in such advertisement.

28b. Subject only to the provisions expressly relating thereto contained in this subsection 28, the matter of "production" or "presentation" type credit shall not be governed by this Basic Agreement; it being agreed that the Company may accord such "production" or "presentation" type credit as it may see fit.

28c. The obligation under subsection 22. of this Schedule A to mention the writer in group advertising or so called "teaser advertising or trailer advertising" where the individual producer or director is mentioned shall not apply if such mention of the individual producer or director is a "production" or "presentation" type credit.

28d. The provisions of a. b. and c. of this subsection 28. are modified to the extent required by the following:

Wherever a single presentation or production credit is accorded to any individual or individuals in advertising, the writer or writers who are entitled to credit on the screen pursuant to the provisions of this Schedule A shall receive credit in such advertising in type size at least 20% of the size of the type of the main title or 50% of the size of the type of the production or presentation credit, whichever is greater, as such title or credit appears on the advertising involved. If more than one such presentation or production credit is accorded to any individual or individuals, then the size of the writing credits shall be increased by an additional 5% of the main title for each such additional presentation or production credit (e.g., a total of 25% for two, 30% for three), or shall be in 50% of the size of the largest of such presentation or production credits, whichever is larger.

If two or more names are used on one line in one such presentation or production credit it will, nevertheless, count as one presentation or production credit (e.g., "A John Jones-Bob Brown Presentation"; but not "A John Jones Production of a Bob Brown Presentation").

The credit accorded to the author of the source material is not subject to the restrictions of this subsection and shall not be considered a "production" or "presentation" credit.

All credit requirements of existing contracts or appropriate credits contained in copy prepared prior to December 13, 1966, which conflict with the foregoing provisions shall control.

The provisions hereof shall further not apply to impersonal corporate presentation or production credits where the corporate name is wholly impersonal such as "Columbia Pictures Corp. presents," and shall further not apply to the names of any distributing company, whether or not impersonal, including Walt Disney Productions.

The foregoing provisions shall not apply to subparagraphs (1), (2), (4), (5), and (6) of subsection 22d. of this Schedule A.

29. On the request of either party for modification of this Schedule A on the ground of hardship in the application of any of its provisions, the other party agrees to meet and negotiate with respect to changes to eliminate such claimed hardships.

30. Where used in this Schedule A, the term "writer" or "employed writer" shall have the same meaning as provided in Article 1 B.1.a. of the Basic Agreement.

TELEVISION SCHEDULE A

TELEVISION CREDITS

1. Credit shall be given on the screen for the authorship of stories and teleplays and shall be worded "Teleplay by", or "Story by", or "Written by" (for story and teleplay) or, in the case of variety and audience participation shows only, "Written by", or "Special material by", as the case may be. The term "Teleplay" means the script as produced on the television screen or as shown in its final form, by whatever means the medium may employ. In the exceptional case where a writer has contributed to the development of the final teleplay but is not given teleplay credit hereunder, credit in the form "Adaptation by" may be given, but such credit shall be subject to automatic credit arbitration as provided in subsection 17. of Schedule A, Television.

If a writer is entitled to "Written by" credit on a television film which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By ————", or Written and Directed By ————", or "Written, Produced, and Directed By ————".

2. The term "Story" means all writing written substantially in whole by a writer or writers as hereinbefore defined, representing a contribution distinct from Teleplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "source material" means all material upon which a teleplay is based other than the story, as hereinabove defined, including other material on which the story is based. Credit shall be given for story authorship of teleplays to the extent and in the forms provided in the following paragraph a. to e. inclusive:

a. When a teleplay is based upon story and upon no other source material, credit for story authorship shall be given to the television writer and shall be worded, "Story By."

b. When the teleplay is based upon source material, no story authorship credit may be given to the television writer (except pursuant to paragraph c. and d. below) but, subject to contractual commitments in effect on June 19, 1960 with source material authors, the source material author may not be given "Story by" credit, it being understood and agreed, however, that the company may give to the source material author any appropriate credit other than the two words "Story by", and that the credit given to source material authors may include, but shall not be limited to, the source material credits referred to in paragraph c. below.

c. When the teleplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded, "Television Story by", which credit shall be subject to automatic credit arbitration as provided in subsection 17. of this Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired, such as, for example, "From a play by", "From a novel by", "From a radio play by", "From a Saturday Evening Post story by", "From a series of articles by", "From an unpublished story by", "Based upon a short story by", or other appropriate wording.

d. Where the teleplay is based upon a sequel story, credit for such sequel story shall be given in the form "Story by" and the author of the source material upon which such sequel is based may be given credit, "Based upon characters created by", or other appropriate form of credit. If the source material is in the form of a format or characters, then the source material credit may be given in the following forms: "From the format by", or "Characters created by".

e. Upon the written request of a writer made prior to his acceptance of employment in connection with a designated program or upon the written request of a then employed writer at the time of his

assignment to a designated program, the Company shall notify him in writing of any then existing contractual obligations to give credit for source material in connection with such program. The Company shall not thereby be limited from making subsequent contractual obligations to give source material credit as above provided in connection with such program. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good gaith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, and from carrying out such credit obligations as may be therein provided.

In the case of a Variety or Audience Participation program on film where a writer has contributed material and is not otherwise entitled to be included in the "Written by" credit customarily shared by such writers, additional credit may be given for such material in the form "Special Material by". Writers of Variety and Audience Participation Shows shall be deemed included under all the provisions of this Schedule A, the same as writers of dramatic programs despite the fact that only "Story" and "Teleplay" are hereinafter referred to, and when credits for Variety or Audience Participation Shows are involved hereunder the terms "Written by" and "Special Material by" shall be deemed included whenever the terms "Story by" and "Teleplay by" appear.

3. Screen credit for teleplay will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of Guild arbitration provided hereunder, the names of three (3) writers or the names of two (2) writing teams may be used. A writing team for the purpose of this Schedule A only shall be deemed to be two writers (excluding production executives) who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The same limitation shall apply to screen credit for story authorship by writers hereunder.

4. The limitation as to the number of writers receiving credit provided for in subsection 3. shall apply to all teleplays except multiple-story teleplays, revues, Variety and Audience Participation shows.

5. Unless the writing of the story and/or teleplay is done entirely without the collaboration of any other writer, no story or teleplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit. Such credit arbitration, however, shall be without prejudice to the Company's position in any arbitration relating to payment pursuant to Article 13B.7c. A production executive for the purpose hereof shall be defined as any employee of Company customarily hired for or engaging in activities considered part of the managerial phase of company's business activities. If Company shall claim that a writer has been assigned to write a teleplay based upon a story composed or created by a production executive, the story and teleplay shall be subject to an automatic arbitration pursuant to the provisions of this Schedule A.

6. When more than one (1) writer has participated in the authorship of a story and/or teleplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the television screen, provided that the form of credit agreed upon shall be in accordance with the terms of this Credits schedule, and provided further the agreement is reached in advance of arbitration and the

form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the company before the final determination of credits hereunder, the company will accept such designation of credits, and such agreed credits shall become final hereunder. The company will confirm such agreed credits by sending notice thereof to all participants and to the Guild in the manner provided in this Schedule, subsections 10.-11. In no case shall a writer grant to another writer, or accept for himself, credit which is not properly earned.

7. Writing credit, required under the provisions of this Schedule A and as finally determined hereunder, shall appear on a separate card or cards on the television screen subject to the following conditions:

a. Writing credit (other than Source Material credit) may appear on the same card on which appears the title of the particular episode, but in no event in size of type less than 30% of the size of the title; or

b. Writing credit, including Source Material credit, if given, may appear on a separate card or cards immediately following the title card of the particular episode; or

c. Writing credit, including Source Material credit, may appear immediately prior to or following immediately after the director's credit. Writing credits placed pursuant to this subparagraph c. shall not be more than the second personal credit prior to the beginning or subsequent to the end of of the teleplay as the case may be. For this purpose, however, if Source material credit appears on a separate card from the other writing credits these two separate cards immediately succeeding each other shall count as one credit. Commercials or a credit to the production company shall not be deemed to be a "personal credit" for the purposes of this provision.

d. Credit for Anthology Series. With respect to anthology series only, the company shall give the writing credits in either of the positions set forth in a. or b. above unless the initial sponsor of the

series, having the right to to so pursuant to its agreement with the Company, requires the Company to refrain from placing the credit in either of such positions. In such case, however, the Company shall place the writing credits as provided in c. above.

e. The credit given to a television writer or writers pursuant to this Schedule A shall precede (but need not immediately precede) source material credit except that

(1) the obligation imposed by this sentence should be subject to contractual commitments, heretofore or hereafter entered into by the Company with any source material author, requiring that source material credit precede television writing credit;

(2) the Company shall in any event have the right to give precedence to source material credit if the source material author's name has marquee value.

For purposes of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky, Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John Van Druten.

If roller type credits are used, the Company in lieu of the use of a separate card shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible.

Source Material credit may be given on the same card on which other writing credits appear provided that writing credit (other than Source Material credit) shall be the first credit appearing on such card and provided further that the Source Material credit shall not occupy more than 40% of the space on such card and is not displayed more prominently than the other writing credits appearing thereon; provided, however, that this provision shall be subject to and not affect any individual personal service agreement in effect on March 18, 1957. In no event, however, shall Source Material credit be included on the card on which the other writing credits appear with the title of the particular episode.

Teleplay credit shall precede story credit, it being understood that if both are on the same card, teleplay credit shall be the first credit.

8. A Company shall not enter into any contract to give credit to any writer or writers hereunder for reasons of the writer's prestige or for any reasons other than earned credit, and writing credit for any writer or writers shall be assigned solely on the basis of actual contribution to the story or teleplay as determined in the event of question by the Credits Arbitration machinery of the Guild.

9. The Guild shall set up and maintain a record and listing of credits comparable to the Bulletin of the Academy of Motion Picture Arts and Sciences for the benefit of writers engaged in writing for television. Any participant in the writing of a story for television or in the writing of a teleplay or any other material which shall appear on the television screen, whose contribution is deemed insufficient to warrant visual television screen credit, shall be eligible to have the nature of his contribution recorded in the aforementioned Bulletin and be made available to such writer for exploitation purposes, provided, however, that the final decision as to his contribution and what credit he shall receive and where, in the event of question, rests solely with the arbitration machinery of the Guild. Company shall be under no obligation with respect to the establishment or maintenance of any such records or listings.

10. A writer who has participated in the writing of the teleplay or of the story (other than Source Material) with respect thereto and, in the case of a remake, any writer who has received credit for story (other than Source Material) or teleplay in connection with the most recent production of such remade television film shall, for the purposes of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of writing credits.

11. Before the writing credits are finally determined, the Company will send concurrently to each participant and to the Guild written notice, which will state the Company's choice of credits on a tentative basis, together

with the names of all participants and their addresses last known to the Company. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within two (2) days after the Company's request for such information, in addition to giving notice to each participant shown in its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which the company intends to use in connection with the photoplay. Such credits shall not be subject to protest and arbitration as hereinafter provided but the Guild shall have the right to object to the form of such credit.

At the Company's request, the Guild may, but shall not be obligated to, make a tentative determination of screen credits and send out the notice.

12. The notice specified in subsection 11. hereof, will be sent by telegram to writers outside of Los Angeles or New York area, depending on the place of production, or by telegram, messenger or special delivery mail to writers in such areas. No notice will be sent to writers outside of the United States or writers who have not filed a forwarding address with the Company. In case of remakes the Company shall not be under any obligation to send any notice to any writer contributing to the teleplay or story of the original production, unless the writer has received credit.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company but such time will not be earlier than six o'clock p.m. of the next business day following the next day after the dispatch of the notice above specified. If within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefore in the notice thereof. The Guild agrees not to use its right of protest indiscriminately.

14. If a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until time to be specified by the Company which time will not be earlier than one hundred twenty (120) hours after the Company delivers to the Guild, all of the scripts involved.

In any case where the Guild is required to read more than (4) scripts pursuant to a protest hereunder, the Company shall be required to add to the one hundred twenty (120) hours above provided a period of twenty-four (24) hours for each additional script or fraction thereof.

If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate wherever practicable.

15. Upon receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York and the Company shall notify the participants and the Guild by telegram informing them of the name of the protesting party and the new time set for final determination, provided that if three (3) copies of all the material cannot be provided the arbitration period is to be extended from one hundred and twenty (120) hours to five (5) business days.

16. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company be telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally, and to the Guild at the last known address of the Guild in Los Angeles or New York.

17. Unless a unanimous agreement has been reached in accordance with subsection 6, hereof, any participant or the Guild may within the period provided for in sub-

section 13. hereof, file with the Company at its Studio and the Guild at is Los Angeles or New York office, as the case may be, a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and in such case the Company will immediatey make available to the Guild the material as provided for under subsection 15. of this Schedule A. The Guild through its arbitration committee shall, within the time limit specified by the Company make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Schedule have been fully complied with by the Company.

Prior to the rendition of the decision, said committee may make such investigations and conduct such hearings as may seem advisable to it. The Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to that arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee with respect to writing credits, including any Board of Review established in connection therewith, insofar as it is rendered within the limitations of this paragraph shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

18. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entited to collect damages or shall be entitled to injunctive relief as a result of any decision of the committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement,

any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such committee. The Guild and any writer signing any contract incorporating by reference or otherwise referring to this subsection or any writer consenting to the procedure set forth in this subsection, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this subsection, and all such rights or claims are hereby specifically waived.

19. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company as the case may be, within forty-eight (48) hours after completion of the writing claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

20. No writer shall claim credit for any participation in the screen authorship of any teleplay or story for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determinations.

21. With reference to credits in advertising which is contracted for by the Company and which is more than eight column inches in size, if the names of the individual

producer or director shall be included, the name of the writer shall be included and in all such instances the writer shall receive parity as to size and style of type with the director and producer except in those instances where the Company shall have determined in good faith that the individual director's or producer's name has box office value. In connection with a series, anthology or episodic, or serial, if advertising credit is given to a producer or a director only in connection with advertising the entire series the writer shall be given credit in such advertising where the number of scripts contributed by such writer shall equal the number of programs produced or directed by the producer or director receiving such advertising credit. If spoken credits are accorded to the producer or director they shall also be accorded to the writer. Oral self identification by a producer or director shall not be deemed to be a spoken credit for the purpose hereof. In the event that the Company licenses or grants to any third party the right to make any of the uses of serial or episodic series material specified in Article 15B 14., it shall use its best efforts, in contracting with such third party, to require such third party to accord to the writer or writers of such material credit therefore which is appropriate to the field or medium for which such material is licensed; provided, however, that Company shall be obligated, in any contract with such third party for hard cover or paperback book publication of such material, to provide for credit to such writer or writers in a manner consistent with credits ordinarily given in the book publishing industry in similar instances. If Company itself uses such material pursuant to paragraphs a. or e. of said Article 15B 14., it will accord appropriate credit to such writer or writers in connection therewith, but in the event of any dispute concerning the appropriateness of such credit the company's decision shall be final. Nothing contained in this subsection 21. shall be deemed to affect, limit or modify the provisions of subsection 8. of Article 15B of this Basic Agreement, it being the intent that a "Buyer" executing an assumption agreement under subsection 8. shall in all respects be in the same position as the "Seller".

22. No commercial or advertising matter, audio, or visual, shall appear on or above the writer's card either as background or otherwise. The following uses of a sponsor's name, mark, slogan, product or package shall not be deemed to involve an appearance of "commercial or advertising matter":

a. Such use as a part of or in direct conjunction with the title of the program or program series, (as in "DuPont Show of the Month", "GE Theatre", "US Steel Hour");

b. Such use as an integral part of draperies, sets, or props appearing under a superimposition of credits where such draperies, sets or props were used in the entertainment portion of the program (as in various types of variety, comedy variety and audience participation programs);

c. The superimposition of a crawl or roller-type credit over a still or moving photograph of a sponsor's product on a set or sets used in the entertainment portion of the program where the use, demonstration, or exhibition of such product was integrated with the entertainment portion of the program;

d. Such use as a part of the playing or singing of the sponsor's musical theme.

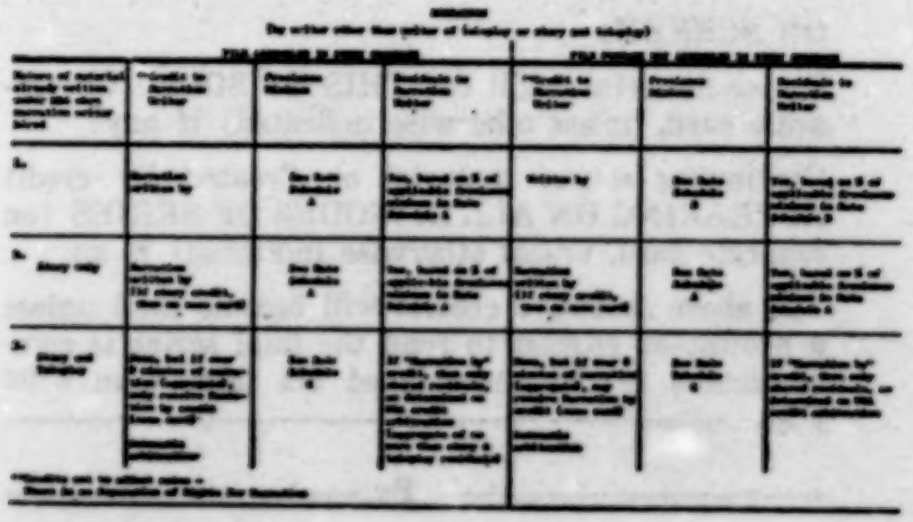
Anything in this subsection 22. to the contrary notwithstanding, it is understood and agreed that on any particular program the writer will be given parity of treatment with the director insofar as the appearance of commercial or advertising matter on their respective cards is concerned.

23. A credit on the screen in the form "created by" shall be given on each episode of an episodic series or serial, to the writer where such writer has separated rights and is entitled to sequel payments for such episode under Article 16B2. Such credit shall be contiguous to a writing credit. The Company may contract to give such credit to any person, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as above provided, that writer shall be given the "created by" credit and the person whose contract provided for such credit may be given a "developed by" credit or other similar credit. If the contract was executed prior to June 16, 1966 providing for such "created by" credit, such credit may be given notwithstanding the above provisions. In the event no one is entitled to such separation of rights or in the case of anthology episodes, nothing herein shall prevent, or require, the giving by the Company a "created by" credit.

a. A writer entitled to "created by" credit shall be given appropriate source material credit in hard cover or paperback book publications arising out of the series. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, but the failure of a publisher to comply with such requirement shall not constitute a breach by the Company.

b. With regard to any episodic series or serial in which a writer subject to this Basic Agreement has separated rights, is entitled to sequel payments under Article 16B2. and receives a "created by" credit, if the Company desires to grant a "developed by" credit, such credit may only be given for writing and shall be subject to a Guild arbitration to determine its appropriateness. The Guild's decision in this regard shall be final.

24. A credit entitled "narration written by" or "narration by" shall be in accordance with the following:



25. Notice of tentative credits shall be in the following form, which form has been approved by the Guild:

NOTICE OF TENTATIVE WRITING CREDITS

To: Writers Guild of America, West, Inc., 8955 Beverly Boulevard, Los Angeles, California 90048 and Participating Writers

NAMES OF PARTICIPATING WRITERS ADDRESS

_____ _____

Title of Episode: _____ Production #____
(indicate if pilot)

Series Title: _____

Producing Company: _____

Producer: _____ Assoc. Producer: _____

Director: _____ Story Editor (or Consultant) :____

Other Production Executives, if Participating Writers

_____

Writing credits on this episode are tentatively determined as follows:

ON SCREEN:

Source material credit ON THIS EPISODE (On separate card, unless otherwise indicated) if any:

Continuing source material or Created By credit APPEARING ON ALL EPISODES OF SERIES (on separate card, unless otherwise indicated) if any:

The above tentative credits will become final unless a protest or request to read the final script is communicated to the undersigned not later than 6:00 P.M. _____.

_____ By:_____

26. Where the Company supplies material to newspapers and periodicals such as TV Guide for listing programs, it will list writing credits if they have theretofore been determined.

27. Where the Company has failed to provide credit on the screen in accordance with final credit determination it shall correct each print before such print is retelecast and place a full-page advertisement in either DAILY VARIETY or the HOLLYWOOD REPORTER specifically crediting the writer. Such remedies shall be in addition to any claim the individual writer may have for damages by reason of such failure to provide proper credit.

28. Each writing credit card required hereunder shall appear on the screen a minimum of two seconds, or the length of the producer's or director's credit, whichever is shown longer.

29. If by reason of method of assignment of the writer or other circumstances in connection with a program or series, the provisions of this Schedule A are inappropriate, either the Guild or the Company may raise the question of such inappropriateness and the mutual agreement reached by them with respect to the credit to be given, if any, shall be binding and conclusive on these parties and the writers.

TPN/rlw
5/11/73

GC 3

* Charged with violation of Strike Rules.
✓ Not Member
☐ Received telegram within Paragraph 13(a) of Complaint

All names not specifically marked are members and received the strike rules and all routine Writers Guild mailings

RE: WRITERS GUILD STRIKE
HYPHENATES

Studio	Name of Hyphenate	Primary Capacity
Screen Gems	✓Harry Ackerman	Executive Producer/Producer
	William Asher	Executive Producer/Producer
	W. L. Baumes	Assistant Executive to Douglas S. Cramer
	William Bickley	Producer
	Henry Colman	Vice President of Current Programs
	Seymour Friedman	Vice President & Executive Production Manager
	Tom Gries	Director
	Sid Kalcheim	Executive Assistant to Arthur M. Frankel
Universal City Studios, Inc.	Albert Aley	Producer
	Harve Bennett	Creator of TV Shows & Producer
	Douglas Benton	Producer
	Stephen Bochco	Producer
	*Jerry Bredouw	Publicity and Promotion
	Stephen Cannell	Story Editor
	*Cy Chermak	Executive Producer
	Robert Cinader	Producer
	Richard Colla	Director
	Edward De Blasio	Story Editor
	George Eckstine	Producer
	*Jon Epstein	Producer
	Merwin Girard	Script Writer
	Michael Gleason	Producer and Writer
	Dean Hargrove	Producer
	Roy Huggins	Executive Producer
	Norman Jolley	Story Editor
	Roland Kibbee	Producer and Director
	James Komack	Creator and Producer of Series
	Stephen Hulpern ✓	Assoc Prod
	Leonard Kaufman	Prod

Studio	Name of Hyphenate	Capacity
Universal City Studios, Inc.	Nina Laemmle	Story Editor
	Glen Larson	Executive Producer
	David Levinson	Producer and Executive
	Richard Levinson	Co-Executive Producer and Creator of TV series
	William Link	Co-Executive Producer and Creator of TV series
	Abby Mann	Executive Producer
	Paul Mason	Producer
	James Mc Adams	Co-Producer
	Lou Morheim	Producer
	Matthew Rapf	Producer
	Frank Price FRANK PIERSON Producer	Senior Vice President of Universal TV
	William Sackheim	Producer of features and Creator-Developer of TV series
	* Herman Saunders	Executive Producer
	George Seaton	Director - features
	Leonard Stern	Executive Producer of 2 series; Creator and Pilot Writer of TV series
	Jo Swerling	Producer
	* Coles Trapnell	Executive Story Editor
	Robert Van Scoyk	Story Editor
	* David Victor	Executive Producer
	* Jack Webb	Supervising Executive
	Herb Wright	Associate Producer
Paramount Television	Ivan Goff	Producer/Story Editor
	Ben Roberts	Producer/Story Editor
	David Levy	Producer/Writer
	Paul Playdon	Producer/Writer/Story Editor
	Jerry Rannow	Staff Writer/Story Editor
	Greg Strangis	Staff Writer/Story Editor
	Ed Scharlach	Script Consultant
	~~Bernie Orenstein~~	~~Executive Producer/Writer~~

Studio	Name of Hyphenate	Capacity
Paramount Television	~~Sol Turtletaub~~	~~Executive Producer/Writer~~
	Laurence Heath	Executive Producer/Writer
	Howard Leeds	Producer/Story Editor
	Skip Webster	Story Editor
	Sherwood Schwartz	Executive Producer/Writer
	Garry Marshall	Executive Story Consultant
	Jerry Belson	Executive Consultant or Executive Story Consultant
Paramount Features	Francis Ford Coppola	Producer/Director/Writer
	Sidney Furie	Director
	Arthur Penn	Director/Writer
	✱ Peter Bogdanovich	Producer/Director
	✱ Albert S. Ruddy	Producer
	Jean-Caludc Tramont	Associate Producer/Writer
	Thomas L. Miller and ✓Edward M. Milkis	Co-Producers
	~~Arnold Margolin and Jim Parker~~	~~Producers/Writers~~
	Martin Ransohoff	Producer/Writer
	Howard W. Koch	Producer/Director
	Paul Monash	Producer/Director
	✓John Schlesinger	Director
	Phil Kaufman	Director
American International Pictures, Inc.	Lawrence A. Gordon	Vice President in charge of World Wide Production
Bing Crosby Productions, Inc.	Andrew J. Fenady	Executive Producer/Producer/ Story Editor/Writer
Hanna-Barbera Productions, Inc.	Ray Allen and Harvey Bullock	Writers/Producers
Metro-Goldwyn-Mayer Inc.	Hugh Benson	Producer
	Norman Felton	Executive Producer
	David Karp	Producer

Studio	Name of Hyphenate	Capacity
Metro-Goldwyn-Mayer Inc.	Frank Glicksman	Executive Producer
	Al Ward	Producer
	Don Brinkley	Story Consultant
	Jack Haley Jr.	Executive
	Burt Nodella	Executive
	✓ Reza Badiyi	Director
	✓ C. G. Carroll, III	Producer
	✱ Michael Crichton	Director
	☐ Sam Pechinpah	Director
	Gordon Parks	Director
Metromedia Producers Corporation	Marshall Flaum	Executive Producer/ Producer
	Andy White	Executive Producer/ Producer
	Richard Berg	Executive Producer/ Producer
	Robert Kaufman	Producer
	Steve Pritzker	Producer
Twentieth Century-Fox Film Corporation	Gerald DiPego	Writer/Assoc. Producer
	Ernest Lehman	Writer/Producer/Director
	✓ Larry Peerce	Writer/Producer/Director
	Irving Ravetch	Writer/Producer
	William Roberts	Writer/Producer
	✓ Stuart Rosenberg	Writer/Producer/Director
	Ernest Tidyman	Writer/Producer
	Robert Aldrich	Writer/Director
	~~✓ Steven Spielberg~~	~~Writer/Director~~
	✓ David Lange	Writer/Producer
	James Bridges	Writer/Director
	William D'Angelo	Writer/Producer
	Ernest Frankel	Writer/Producer
	~~Anthony Wilson~~	~~Writer/Producer~~
	✓ Jon Kubichan	Writer/Story Consultant
	✱ Rob Cohen	Writer/Executive
	~~✓ Wanda Whitman~~	~~Writer/Story Analyst~~

Studio	Name of Hyphenate	Capacity
Walt Disney Productions	James Algar	Producer
	William Bruckner	Story Analyst
	Larry Clemmons	Animation Story
	Roy E. Disney	Corporate Officer/Producer/ Director
	Gabe Essoe	Senior Publicist
	✓Winston Hibler	Producer
	Ward Kimball	Animation Director
	Thomas Leetch	Producer
	Robert Metzler	Administrative Executive
	✱Frank Paris	Manager Story Department
	Robert Stevenson	Director
	☐ William Walsh	Producer
Warner Bros. Inc.	✓Sidney Beckerman	Co-Producer
	Mel Brooks	Director
	✓Stan Canter	Co-Producer
	✓James Cresson	Co-Producer
	✓Robert Daley	Producer
	✓Marty Elfand	Producer
	William Friedkin	Director
	✓Robert Fryer	Producer
	William Hendricks	Executive
	✓Michael Hertzberg	Producer
	✓Michael Hodges	Writer/Director
	✓Harvey Matofsky	Producer
	Paul Mazursky	Producer/Director
	Carl Milliken	Executive (Research Director
	✓Ted Post	Director
	✓Herbert Ross	Producer/Director

Studio	Name of Hyphenate	Capacity
Warner Bros. Inc.	✓Richard Rush	Co-Producer/Director
	✓Gene Saks	Director
	✓Leonard Scharder	Technical Advisor
	✓Jack Starrett	Director
	William Tennant	Producer
	✓Jan Troell	Director
	Garry Marshall	Executive Producer
	✓John G. Stephens	Producer
	✓Richard J. Thorpe	Producer-Director
Columbia Broadcasting System, Inc.	Paul King	Vice President Production
	William Kayden	General Programming Executive
	Franklin Barton	Vice President, Program Development
	✱John Mantley	Executive Producer
	Ron Honthaner	Associate Producer
	Philip Barry	Executive Producer
	Leonard Katzman	Producer
	Jack Miller	Executive Story Consultant
National Broadcasting Company	✓Lou Hunter	Programming Dept. ~~Executive~~ Brager Film Programs
	~~Larry Stewart~~	~~Producer~~
	~~Art Nadel~~	~~Producer-Director~~
	~~Charles Jones~~	~~Producer~~
	✓Bob Wynn	Producer

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WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

April 14, 1973

CERTIFIED MAIL #70122
RETURN RECEIPT REQUESTED

Mr. David Victor
147 Groverton Place
Los Angeles, California 90049

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Victor:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM:meh
Enc.

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID VICTOR

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 2nd day of May, 1973, at 3:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> *Section 1*: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.
>
> *Section 12*: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> *Section 13*: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

WRITERS GUILD OF AMERICA, WEST, INC.
8955 Beverly Boulevard
Los Angeles, California 90048

[Union Bug]

[Cancelled Postmark, April 14, 1973, Los Angeles, Calif.]

10720 *SPECIAL DELIVERY*

CERTIFIED MAIL No. 70122

RETURN RECEIPT REQUESTED

Mr. David Victor
147 Groverton Place
Los Angeles, Ca. 90049

GC-5

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

April 14, 1973

CERTIFIED MAIL #70123
RETURN RECEIPT REQUESTED

Mr. Jon Epstein
1988 Coldwater Canyon Drive
Beverly Hills, California 90210

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Epstein:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM:meh
Enc.

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JON EPSTEIN

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 2nd day of May, 1973, at 4:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.

Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial

or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April 1973, for the purpose of rendering services for Universal Television, Inc. against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-6

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

April 14, 1973

CERTIFIED MAIL #70125
RETURN RECEIPT REQUESTED

Mr. Herman S. Saunders
3551 Vista Haven Road
Sherman Oaks, California 91403

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Saunders:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/bc

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HERMAN SAUNDERS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 4th day of May, 1973 at 3:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section (s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> *Section 1*: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.
>
> *Section 12*: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> *Section 13*: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial

> or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April 1973, for the purpose of rendering services for Universal Television, Inc., against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-7

EXHIBIT D

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild
8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

April 14, 1973

CERTIFIED MAIL #70124
RETURN RECEIPT REQUESTED

Mr. John Mantley
4121 Longridge Avenue
Sherman Oaks, California 91403

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Mantley:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM:meh
Enc.

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JOHN MANTLEY

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 4th day of May, 1973, at 2:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.

Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other

type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at CBS Studio Center during the month of April 1973, for the purpose of rendering services for Columbia Broadcasting System, Inc. against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-8

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

April 6, 1973

CERTIFIED MAIL #70496
RETURN RECEIPT REQUESTED

Mr. John Michael Crichton
7850 Torreyson Drive
Los Angeles, California 90046

RE: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Crichton:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JOHN MICHAEL CRICHTON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 1st day of May, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> *Section 12*: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> *Section 13*: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Metro-Goldwyn-Mayer, Inc. on or about March 6 and March 7, 1973, for the purpose of rendering services for Metro-Goldwyn-Mayer, Inc., which company was at that time on the Guild's Strike List.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-9

WRITERS GUILD OF AMERICA THEATRICAL AND TELEVISION FILM BASIC AGREEMENT OF 1970—NETWORKS

This agreement hereinafter referred to as "Writers Guild of America Theatrical and Television Film Basic Agreement of 1970—Networks", executed as of the sixteenth day of June, 1970, by and between Writers Guild of America, West, Inc., and Writers Guild of America, East, Inc. (hereinafter referred to as the "Guild"), and American Broadcasting Company, a division of American Broadcasting Companies, Inc., Columbia Broadcasting System, Inc., and National Broadcasting Company, Inc. (each hereinafter referred to as the "Company" and collectively as the "Companies"). In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

The provisions of this Basic Agreement shall be designated as follows:

(i) General provisions (herein designated "General") applicable to both theatrical employment and purchases and to television employment and purchases, and
(ii) Provisions (herein designated "Television") applicable to television employment and purchases only, and
(iii) Provisions (herein designated "Theatrical") applicable to theatrical employment and purchases only.

Article 1 Definitions

The following terms or words used herein shall have the following meaning:

A. GENERAL

1. The term "television motion picture" (sometimes referred to in this Basic Agreement as "television film") means the entertainment portion of motion pictures,

whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices or any combination of the foregoing or any other means, methods or devices, now used or which may hereafter be adopted for the recordation of motion pictures produced primarily for exhibition by free television, excepting for the purpose of this Basic Agreement, kinescopes of live television broadcasts, and recordings of live programs made and used in accordance with the terms and provisions of the 1968 WGA Television Freelance Minimum Basic Agreement and any successor agreement thereto applicable to such live programs.

2. The term "theatrical motion picture" means motion pictures and photoplays, whether made on or by films, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras, or devices or any combination of the foregoing or any other means, methods or devices now used or which may be hereafter adopted other than those motion pictures produced primarily for exhibition by free television.

2. The term "free television" means any method of exhibition by television of visual images but excluding "pay television".

4. The term "pay television" means a method of exhibition by television of a motion picture where a charge is paid by or assessed to or collected from the viewing audience, including subscription, telemeter or any other method whereby a charge is paid by the viewing audience for the right to view such motion picture.

5. The term "literary material" shall be deemed to include stories, adaptations, treatments, original treatment, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plot, outlines, narrative synopses, routines, narrations and formats for use in the production of television film. Notwithstanding the foregoing, the following shall be excluded from the definition of literary material:

(a) [Illegible]

(b) commercial material;

(c) advertising, promotion and publicity material;

(d) political speeches, public addresses, or commemorative speeches, unless incorporated in a script for entertainment purposes rather than for bona fide non-entertainment purposes;

(e) religious services and sermons, except sermons incorporated in a dramatic script or written by a writer who performs services otherwise covered by this agreement in connection with the program;

(f) physical culture program material, except physical culture material incorporated in a dramatic script or written by a writer who performs services otherwise covered by this agreement in connection with the program;

(g) material written by government employees, acting within the scope of their government employment;

(h) talks, forums, lectures;

(i) questions, answers and/or ideas for stunts for quiz programs and for audience participation programs, unless they are the work of a writer specifically employed to write such material;

(j) isolated gag material, casual jokes, established or frequently repeated characterization lines, unless they are the work of a writer specifically employed to write such material;

(k) choreography or stage or technical directions.

6. The term "radio rights" means the right to broadcast by radio for aural reception only and unaccompanied by any recordation, transmission or broadcast intended for visual reception.

7. "Week-to-Week Employment". Employment of a writer on a week-to-week basis is employment which, except for such restrictions as may herein elsewhere be contained, may be terminated by the Company or writer at any time.

8. The term "public domain" refers to literary material which is not subject to copyright protection in the United States.

9. A "member of the Guild in good standing" is defined as a member of the Guild who has tendered the

initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

10. The term "writer" shall not be deemed to include any corporate or impersonal purveyor of literary material or rights therein.

11. Other than as provided in Article 14 hereof, this Basic Agreement shall not nor is it intended to cover the services of Producers, Directors, Story Supervisors, Composers, Lyricists, or other persons rendering services in a bona fide non-writing capacity except to the extent that such services consist of writing services covered under Article 1, section B1(a)(2) and section C, 1(a)(3), nor the employment of Story Analysts, at any time prior to the expiration of this Basic Agreement, in the synopsizing of literary material, as referred to in subparagraph 1(f) of the wage scales and working conditions of the current agreement between "Producer and I.A.T.S.E. & M.P.M.O. and Local #854 thereof".

12. It is understood that this Basic Agreement shall not, nor is it intended to cover (except as provided in Article 3 and 6) contracts solely for purchase of stories, or any person who writes, whether under an optional contract or otherwise on an independent contractor basis.

13. Other terms not expressly defined in this Basic Agreement are used in their present commonly understood meaning in the Motion Picture Industry (as to the Theatrical provisions hereof) and the Television Industry (as to the Television provisions hereof) in the State of California.

1. Writer and Professional Writer.

a. A "writer" is a person who is:

(1) Employed by the Company to write literary material as defined herein, where the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein;

(2) employed by Company, who performs services (at Company's direction or with its consent) in writing or preparing such literary material or mak-

ing revisions, modifications, or changes in such literary material regardless of whether such services are described or required in his contract of employment; provided, however that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), other employees or Composers or Lyricists, shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
(g) Such changes in the course of production as are made necessary by unforseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions, or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two screen credits for story or screenplay or both, as determined pursuant to the Theatrical Schedule A of this Basic Agreement, or Schedule A of prior Theatrical basic agreements, within a period of ten years (or has not received at least one such credits within a period of five years) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture and whose employment does not include the requirement that

he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

• • • •

received at least two such screen credits within such ten-year period (and with at least one of those credits within such five-year period) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture, and whose employment does not include the requirement that he perform writing services, then, if such person shall perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

In addition to the foregoing, in the case of a person who at the time he performs services is employed solely in the capacity of the director of a motion picture, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services, make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any producer or director shall receive screen credit pursuant to the provisions of the Theatrical Schedule A attached hereto or is de-

termined by a Guild credit arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6 A 9. hereof shall apply with respect to such person.

With respect to a person employed solely as a producer-director, on the motion pictures which he directs the director paragraph above shall apply and on the motion pictures which he does not direct, the producer paragraphs above shall apply.

As used above, "producer" shall also include the bona fide executive producer of said motion picture if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during 1966: William Conrad, Ross Hunter, Samuel Arkoff, James H. Nicholson.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during 1966: Walt Disney, Robert Weitman, Walter MacEwen, M. J. Frankovich and Arthur Kramer shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of the Theatrical Schedule A of this Basic Agreement or is determined by a Guild credit arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6A 9. of this Basic Agreement shall apply with respect to such person.

7. "Rewrite" as used herein means the writing of significant changes in the plot of, story line of, or interrelationship of characters in a screenplay, submitted by

the Company to a writer fo rthe purpose of making such changes.

8. Merchandising Rights—The term "merchandising rights" means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer pursuant to an employment agreement, subject to this Basic Agreement, entered into on or after June 16, 1970, or acquired from a professional writer; provided such object or thing is fully described in such literary material and by such description appears to be unique and original.

The writer shall have no merchandising rights. However, if the Company exploits the merchandising rights (as defined above) in any such literary material, company shall pay to such writer an amount equal to five per cent (5%) of absolute gross (that is, monies remitted by the manufacturer on account of the exploitation of the subject merchandising rights). The provisions of this subsection 8. are also applicable to a writer who is not entitled to Separation of Rights.

C. TELEVISION

1. Writer and Professional Writer

a. A "Writer" is a person:

(1) Whom the Company has engaged to write "literary material" as hereinabove defined, where the Company has the right by contract to direct the performance of personal services in writing or preparing the literary material or in making revisions, modifications or changes; or

(2) As to whom the Company has by contract the right to direct the performance of personal services in making revisions, modifications or changes in "literary material."

(3) Employed by Company, who performed services (at Company's direction or with its consent) in writing or preparing literary material or making revisions, modifications, or changes in literary material regardless of whether such services are described or required in his contract of employment; provided, however, that any writing services described below performed by Producers, Directors, Story Supervisors, other employees (other than as provided in Article 14 hereof), or Composers, or Lyricists, shall not be subject to this Basic Agreement and such services shall not constittue such person a writer hereunder:

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography

(g) Such changes in the course of production as are made necessary by unforeseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two or more screen credits for story or teleplay or both, as determined pursuant to the Television Schedule A of this Basic Agreement, or Schedule A of the previous Television basic agreements, within a period of five years prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing service make changes in dialogue, narration of action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he performs services has received at least two or more such television screen credits within such five-year period prior to the rendition of such services, and who is employed solely in the capacity of a bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

As used above, "bona fide producer of a specific television program" shall also include the bona fide

executive producer of said program if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during the 1965-66 broadcast season: Norman Felton, Harry Ackerman, Paul Monash.

With respect to signatory Companies, no services of any kind of any executives of Companies which executives have as their principal function the supervision of various television pilots and series and in this connection have the authority to give creative instructions to the producers of such pilots and series and to others connected with the production thereof shall be covered by any provisions of this Basic Agreement. If, however, any such executive shall receive screen credit pursuant to the provisions of Schedule A attached to this Basic Agreement or is determined by a Union credit arbitration committee to be entitled to such credit pursuant to Schedule A and the Union's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6, subsection 9 shall apply with respect to such person.

Examples of individuals who the Companies represent presently (as of October 24, 1972) function in their employment as such executives are as follows:

William Brademan	John V. McMahon
Michael Eisner	Stanley Robertson
Perry Lafferty	Alan Wagner

In addition to the foregoing, in the case of a person who at the time he performs services is employed solely in the capacity of the director of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services

by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

Article 6 Guild Shop (GENERAL)

1. Except as provided below, in both theatrical and television films each writer employed by Company on the effective date of this Basic Agreement who is then a member of the Guild in good standing shall remain a member in good standing, and each writer so employed who is not a member shall, on or before the thirtieth day following the effective date of this Basic Agreement, become and remain a member of the Guild in good standing. Each writer employed hereunder by Company after the effective date of this Basic Agreement shall not later than the thirtieth day following the beginning of his first employment, as hereinatfer defined, in the motion picture and television industry, become and remain a member of the Guild in good standing.

The term "first employment" as referred to above shall mean the first such employment to which the provisions of this Basic Agreement apply as a writer for a motion picture by an employer in the motion picture and television industry, on or after the effective date of this Basic Agreement.

2. The provisions of subsection 1. of this Article 6 shall not apply.

a. If a writer is not a member of the Guild in good standing at the time if his employment and although required by the provisions of his employment agreement to do so, fails or refuses to become a member of the Guild in good standing within the 30 days above mentioned, such writer, shall nevertheless be deemed to be a member in good standing, provided the Company on notice thereafter from the Guild shall pay or cause to be paid the initiation fee and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues; provided further that such writer shall be deemed to be a member in good standing for only the period necessary to permit him to complete the performance of his services in connection with the then current assignment. Company may use this exception only once for any particular person.

b. To a writer whom the Company is required to employ as a condition of the sale or license of material, provided that the Company or the writer shall, after notice from the Guild that the writer has not become a member in good standing as required hereunder, pay or cause to be paid to the Guild the initiation fees and dues that the writer would otherwise be required to pay hereunder during such employment, in the manner, within the time, and subject to the provisions of subsection 5. b. hereof relating to the payment of dues.

c. To a writer employed by reason of his intimate or unique knowledge concerning the subject matter of the material. Company may use this exception only once for any particular person.

However, the writers employed by the Company within the above exceptions b and c shall not exceed 10% of the total number of writers in its employ of the Company. For the purpose of such computation, if the Company has in its employ at any time less than ten (10) writers then one of such writers so employed may fall within one of the exceptions mentioned above. Promptly following the employment of any writers claimed by the Company to be within exceptions b or c above, the Company will notify the Guild in writing of the name of the writer employed, the date of the employment agreement and the fact that the Company claims that such writer is an exception hereunder.

For the purpose of such computation a writer who is employed under an exclusive contract by a Company shall be regarded as being employed by the Company at all times during the term of such contract, including periods during which the writer may be on layoff and periods during which such contract may be suspended by reason of illness or default of the writer or otherwise. The writer shall be regarded as continuing in the employ of the Company by which he is employed regardless of the fact that his services may be loaned to another Company.

3. The term dues as used herein shall not include fines or initiation fees.

4. Promptly after request by any person designated by the Company, the Guild will admit such person to membership in the Guild upon terms and conditions not more burdensome to such person than those then applicable to other applicants. Membership shall be effective as of the date of such request. Guild agrees that during the term it will not impose any unreasonable initiation fee as a condition to admission to membership, and agrees that during the term hereof it will not impose upon its members any obligation to pay dues that do not uniformly apply to all members of the Guild.

It is agreed that the Guild shall not close its membership books or otherwise prevent any person who wishes to become or remain a writer from becoming a member of the Guild, but on the contrary (subject to the provisions hereof relating to waivers as to members suspended or expelled) will make available the privileges of membership to any and all writers employed by the Company. The Guild will reinstate or readmit to membership any writer who applies for reinstatement or readmission, after being declared to be not in good standing or after suspension, expulsion, or resignation for any reason whatsoever, provided the writer will apply for such reinstatement or readmission and with such application tender to the Guild unpaid dues permitted by law, and upon such tender the Company may employ or continue to employ such writer. Instead of readmitting or reinstating such writer, the Guild may at its option grant to the Company a waiver as to such writer, in which event, for the purpose of determining the Company's compliance with the provisions of this Article 6, such writers shall not be considered as being employed by the Company.

5. If during any time that a writer is employed by the Company under a contract of employment such writer is or becomes a member of the Guild in good standing and if such writer shall subsequently and before his employment under such contract terminates, cease to be a member of the Guild in good standing then:

a. If such writer has ceased or shall cease to be a member for any reason other than his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member of the Guild in good standing throughout the writer's employment under said contract of employment as the same may be extended or renewed pursuant to any provisions or options therein contained.

b. If he has ceased or shall cease to be a member in good standing by reason of his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member in good standing for a period of fifteen (15) days after written notice, that he has ceased to be a member in good standing for failure to pay dues, from the Guild to such writer and to the Company, and if, prior to the expiration of said fifteen (15) days' period, payment of said dues in fact due and owing and specified in said notice shall be made by the writer or the Company, then, for the purposes of this Basic Agreement, such writer shall not lose his status as a member in good standing. To the extent that it may be lawful for the Company to do so, the Company may require, as a condition of employment, that any writer become and/or remain a member of the Guild in good standing, and may also require such written consent or consents as may be necessary so that, if the Company elects, it may pay to the Guild any dues of any writer and the Company shall have the right, insofar as its obligations to the Guild and to any writer under the terms and provisions of this Basic Agreement are concerned, if it elects, to deduct the amount of such dues from any compensation then or thereafter due or to become due to the writer; provided, however, that if such payment and deduction are or shall become contrary to law, or any statute, or are declared by any court of competent jurisdiction in the State of California or by any Federal Court or the National Labor Relations Board or its General Counsel, or by any other board or individual having jurisdiction over the matter, to be in violation of any applicable law or statute and if by reason thereof the Company

fails to deduct and pay to the Guild such dues, as aforesaid, and shall notify the Guild thereof in writing within the fifteen (15) days after any notice from the Guild above mentioned, then although such dues are not paid within the fifteen (15) days' period, for the purposes of this Basic Agreement such writer shall, nevertheless, be deemed to remain a member of the Guild in good standing throughout the term of the writer's assignment.

Every personal service contract of employment shall provide that if the writer fails or refuses to become or remain a member of the Guild in good standing, as above provided, the Company shall have the right at any time thereafter to terminate such employment agreement with such writer.

If the Company is required or directed by any decision of a court of competent jurisdiction or any proper governmental authority to refund to any writer, in whatsoever form the same may be recovered, any dues deducted and paid to the Guild by the Company under the provisions of paargraph b. of this subsection 5., the Guild agrees to repay to the Company the amount of such dues so refunded. The Guild will cooperate with the Company in obtaining the necessary authorizations from writers for the payment and deduction of dues in the manner provided in paragraph b. above.

6. The Guild will facilitate employment of its members by the Company and will at all reasonable times promptly furnish to the Company in writing information concerning the status of any of its members, and the Company shall be entitled to rely upon such information so furnished by the Guild.

7. The Guild represents and warrants that discipline, resignation, admission, reinstatement, readmission and all other matters relating to membership status will at all times during the term hereof be within the exclusive jurisdiction of the Guild; and the Guild agrees that it will exercise such jurisdiction subject to and in accordance with the provisions and intent of this Article 6 and of any other applicable provisions of this Basic Agreement.

8. It is understood that the provisions of this Article 6 shall never under any circumstances be so construed during the term of this Basic Agreement as to constitute or permit what is known as a "closed shop" or construed in any manner that will at any time deprive the Company of its right to employ or continue the employment of a writer who is not a member of the Guild in good standing, or who does not become a member of the Guild in good standing within the period prescribed in subsection 1. of this Article 6 if the Company has reasonable grounds for believing that such a membership was not available to such writer on the same terms and conditions generally applicable to other like members of the Guild, or if the Company has reasonable grounds for believing that membership in the Guild was denied, deferred, suspended or terminated for reasons other than the failure of such person to tender the applicable periodic dues uniformly required as a condition for acquiring or retaining membership in the Guild.

9. If a person who has not been listed by the Company as a writer in accordance with the provisions of Article 3 hereof shall receive, or shall have been entitled to, screen credit of the nature mentioned in Article 1 hereof, then if within fifteen (15) days after receipt of written notice thereof from the Guild to the Company the writer or the Company shall pay or cause to be paid the dues payable to the Guild for the period during which the person performed his services in the writing of the literary material after a date 30 days from the commencement of such services, then such person shall be deemed to have been a member of the Guild in good standing during the time that he was so performing his services as a writer. For such purpose the person receiving or entitled to such credit or the Company may apportion on a reasonable basis, salary payable to such person during the period he was employed as a writer.

10. Where the Company has failed to include a writer employed by the Company on the list of names of writers to be sent to the Guild under Article 3 and where such writer's performance of writer's services has continued for more than thirty (30) days after the beginning of

his first employment, the Company on notice from the Guild shall pay or cause to be paid the initiation fees and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues. The provisions of this paragraph shall not apply in the event the Guild gives the Company such notice prior to the expiration of such period of thirty (30) days.

Article 7 No Strike, No Lock-out Clause (General)

1. The Guild agrees that during the term hereof it will not call or engage in any strike, slowdown or stoppage of work affecting theatrical motion picture or television film production against the Company.

2. If, after the expiration or other termination of the effecive term of this Basic Agreement, the Guild shall call a strike against any Company, then each respective then current employment contract of writer members of the Guild (hereinafter for convenience referred to as "members") with such Company shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of the Guild shall incur no liability for breach of his respective employment contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Company perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:

a. That if the writer has been assigned to the writing of any material at the time any such strike is commenced, he will, after the termination of such strike and upon the request of the Company, report to the Company and perform his services in the completion of such assignment at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike.

b. That he will immediately, after the termination of such strike and upon the request of the Company, execute a new contract on the same terms and conditions, and at the same salary or other compensation as provided in the employment contract which was in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including options, equivalent to the unexpired term of the contract which was in effect when such strike was commenced.

c. That he will, in lieu of b., after the termination of such strike, at the option of the Company, and upon its demand, execute an agreement in writing with the Company extending the term or period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

3. If the member shall fail to perform the foregoing, or if he shall fail actually to finish his services in the assignment mentioned in 2.a., (except by reason of his death, physical disability, or default by the Company), then the waiver of liability by the Company heretofore given shall be null and void.

4. The member further agrees that the statute of limitations as a defense to any action by the Company against the member for his failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which he can be required to perform services by virtue of any statute (such as the seven-year statute) which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Company is ineffective thereupon, and the statute of limitations as to the Company's rights is waived by the member automatically.

5. The automatic suspension provisions of this Article 7 shall not affect the Company's right to sue any individual writer for breach of contract arising during the period of such strike, unless such writer shall have complied with his obligations under the provisions of this subsection 5. Nothing herein contained shall be construed to deprive the Company of its right to terminate the employment contract at any time after such member shall strike or otherwise fail or refuse to perform services.

6. The provisions of this Article 7 shall be deemed included in all employment contracts between writers and Company which are now in effect and all such employment contracts which shall be entered into during the effective term of this Basic Agreement.

7. The Guild agrees that it will take such affirmative actions as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Article 7.

8. Notwithstanding the expiration or other termination of the effective term of this Basic Agreement, by termination or otherwise, the provisions of this Article 7 shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Company and Guild.

9. The Guild is a corporation. Nothing in this subsection 9. shall enlarge the liability of its officers, directors, agents, and members, this subsection 9. being an additional limitation thereon. The Guild will not be held liable for unauthorized acts of its officers, agents, directors, or members; neither the Guild, nor its officers, directors, agents, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slow-down, or work stoppage, unless the same be authorized by the Guild in accordance with its by-laws, but the foregoing exemption of this sentence shall not apply unless the Guild upon request from the Company affected thereby shall proclaim promptly and publicly that such strike, slow-down or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Company affected, with disciplinary proceedings in accordance with its by-laws against the participants in such unauthorized action.

10. The Company agrees that it will not call or engage in any lockout of members.

11. In accordance with and to the extent required by Articles 11 and 12 of this Basic Agreement as to any matter arbitrable thereunder, the Guild has right to strike Company so long as the Company's wrongful failure to participate in Grievance and Arbitration procedures continues. Such action on the part of the Guild is not a waiver of right to compel Company to participate in Grievance and Arbitration procedures. If Company

shall contest the arbitrability of such issue, such issue of arbitraribility shall first be determined prior to the arbitrator's proceeding with a hearing on the merits.

12. Nothing in this Article 7 or elsewhere in this basic agreement shall be construed so as to prevent Company from changing the method of presenting a program series from live to film if a bona fide commitment or decision to make such change had been made prior to the start of such strike, and without reference to such strike.

Article 8 Credits for Screen Authorship—(General)

The Company agrees that credits for screen authorship shall be given only pursuant to the terms and in the manner prescribed in the respective, applicable Schedule "A's" attached hereto and by this reference incorporated herein, provided, however, that the respective, applicable provisions of such Schedule "A's" shall apply only to credits for screen authorship finally determined during the term hereof.

Article 9 Minimum Terms—(General)

The terms of this Basic Agreement are minimum terms; nothing herein contained shall prevent any writer from negotiating and contracting with any Company for better terms for the benefit of such writer than are here provided. The Guild only shall have the right to waive any of the provisions of this Basic Agreement on behalf of or with respect to any individual writer.

Article 14. Writers in Non-Writing Capacities (Television)

A. Nothing herein shall be construed to prohibit Company from concurrently contracting for the services of an individual as a writer, subject to all of the provisions of this agreement, and the same individual to render services in a capacity or capacities other than as a writer which services shall not be subject to this Basic Agreement, provided that separate compensation is stated for the services of such individual in the capacity of a writer, and provided that separate contracts are entered into for writing services for no less than applicable minimum. None of the compensation due the individual for his services in a capacity or capacities other than as a writer shall be offset or credited against any compensation due the individual for his services in his capacity as a writer. Nothing in this paragraph is to be construed to prevent contracting for the services of a writer as a writer and in other capacities under a type of agreement in which specified compensation is stated for each of the various capacities for which the individual is or may be required to render services, with an agreement that not less than a stated overall amount of compensation is guaranteed for a stated period, and under such an agreement only the services and compensation paid for the services of the individual in his capacity as a writer shall be services and compensation subject to this Basic Agreement (provided, however, as set forth above, that separate contracts are entered into for such writing services). Nothing in this paragraph is intended to modify or otherwise affect the definition of a writer as contained in Article 1C 1.a. hereof.

B. A person employed as a writer for a series whose duties include for that series interviewing other writers, suggesting story ideas or script changes to other writers, or recommending approval of material submitted by writers, shall be subject to this Basic Agreement (excluding Executives, Executive Producers, and Producers; and also excluding persons who are employed as bona fide Associate Producers, who do not perform services

as a writer for the series and where the above duties of such persons are incidental to their primary duties). For such writer, the minimum compensation shall be:

(i) 150% of the week-to-week or term minimum compensation provided for in Article 13B 7.s., using whichever rate is applicable to the type of employment used in the particular case, or

(ii) the compensation described in Article 13B 7.s. (2) (e) whichever of (i) or (ii) above is the greater,

(iii) or if such writer is employed at a per episode price, then the aggregate amounts paid for the subject episodes shall not be less than the minimum prescribed above had such writer been employed on a week-to-week or term basis for the period or aggregate of periods during which such writer works as such on the series.

THEATRICAL SCHEDULE A

THEATRICAL CREDITS

1. Credit shall be given on the screen for the screenplay authorship of feature-length photoplays and shall be worded "Screenplay By." The term 'screenplay' means the final script (as represented on the screen) with individual scenes and full dialogue, together with such prior treatment, basic adaptation, continunity, scenario, dialogue, and added dialogue as shall be used in and represent substantial contributions to the final script.

In the exceptional case where a writer has contributed to the development of the final screenplay but is not given screenplay credit hereunder, credit in the form "Adaptation By" may be given, but such credit, shall be subject to automatic credit arbitration as provided in subsection 18. of the Schedue A.

2. The term "story," as used through this Schedule A means all writing written substantially in whole by a writer or writers while employed by the Company, representing a contribution distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "source material" means all material upon which the screenplay is based other than story as hereinabove defined, including other material on which the story is based. Credit shall be given on the screen for story authorship of feature length photoplays a. to e., inclusive.

a. When the screenplay is based upon story and upon no other source material, screen credit for a story authorship shall be given the screen writer, and shall be worded "Story By."

b. When the screenplay is based upon source material, screen credit for story authorship may be given by the Company to the source material author, and may be worded "Story By."

c. When the screenplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded "Screen Story By," which credit shall be subject to automatic credit arbitration as provided in subsection 18. of Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired. The following examples are illustrative and not intended to cover all situations: "From a Play By," "From a Novel By," "From a Saturday Evening Post Story By," "From a Series of Articles By," "From an Unpublished Story By," "Based on a Story By," "Ernest Hemingway's Old Man of the Sea," or other appropriate wording indicating the form in which it is acquired.

"Based upon a Screenplay By" is appropriate source material credit in cases in which literary material is acquired or writers are employed under circumstances in which the credit provisions of this Basic Agreement do not apply, and under contracts whereby purchaser or employer agrees to give writing credits, and if Company takes over the employment contract or acquires the material written under such contract, and subsequently employs, in relation to such material, a writer subject to this Basic Agreement.

d. When the screenplay is based upon a sequel story written by an employed writer, story credit for such sequel shall be given in the form "Story By," and the author of the source material upon which such sequel is based may be given credit "Based Upon Characters Created By," or other appropriate form of credit.

e. The Company may engage any person to write any source material (including, but not limited to the source material referred to in paragraph c., above), as an independent contractor, and may guarantee source material credit to such person as above provided.

Upon the written request of a writer made prior to his acceptance of employment in connection with a designated photoplay, or upon the written request of a then employed writer made at the time of his assignment to a designated photoplay, the Company shall notify him in writing of any then existing con-

tractual obligation to give credit for source material in connection with such photoplay. The Company shall not be thereby limited from making subsequent contractual obligations to give source material credit, as above provided, in connection with such photoplay. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect credit information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer, if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, from carrying out such credit obligations as may be therein provided.

3. Screen credit on photoplays on which one writer or a team has written both the story and the screenplay shall be worded "Written By."

If a writer is entitled to "Written By" credit on a photoplay which he also produces or directs, unless the writer objects nothing herein shall prevent credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By ————", or "Written and Directed By ————", or "Written, Produced, and Directed By ————".

4. Screen credit for screenplay will not be shared by more than two writers, except that in unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting two

writing teams may be used. A writing team is: two writers who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The intention and spirit of the award of credits being to emphasize the prestige and importance of the screenplay achievement, the one, two or at most three writers, or two teams, chiefly responsible for the completed work will be the only screen writers to receive screenplay credit. Story credit will not be shared by more than two writers.

5. The limitation on the number of credits provided for in subsection 4 shall apply to all feature-length photoplays except episodic pictures (such as TALES OF MANHATTAN and IF I HAD A MILLION) and revues. A revue is a feature-length photoplay in which the story is subordinate to specialties, musical numbers or sketches, and in connection with which star or featured billing is given to the actors, singers, dancers, or musicians appearing in these separate specialties, musical numbers or sketches.

6. Unless the screenplay writing is done entirely without collaboration of any other writer, no designation of tentative screenplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit.

7. When more than one writer has participated in the authorship of a photoplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen, provided that the form of credit agreed upon is in accordance with the terms of this Schedule A, and provided the agreement is reached in advance of arbitration, and provided that the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the Company before a final determination of credits hereunder, the Company will accept such designation of credits, and such agreed credits shall become final hereunder. The Company will confirm such agreed credits by sending notice thereof to all

participants and the Guild, in the manner hereinafter provided in subsections 11. and 12. hereof.

In any case in which a foreign law or government regulation applicable to the employment of writer requires credit to be given, Company shall furnish the Guild with a copy of such law or governmental regulation together with the tentative notice of credit and the Guild agrees that credits determined shall include the minimum credit necessary to comply with such legal requirements.

8. Writing credits as finally determined hereunder shall appear on the screen on a title card immediately preceding the cards on which appear credit to the producer and the director of the photoplay, provided that the card on which appears the credit to the producer immediately precedes that of the director, and otherwise the card on which writing credits appear shall immediately precede that of the director. No other credits except source material credit, may appear on the card on which writing credits appear.

Source material credits (if they appear on the screen) and writing credits finally determined hereunder shall, subject to the foregoing, appear only in the following manner:

a. On one title card on which there appear only writing and source material credits.

b. On separate title cards on each of which there may appear any one or more of such credits, and no other credits.

c. On the main title card of the photoplay on which there may appear any one or more of such credits together with other credits.

Screen credit for the writer of the screenplay shall be accorded in the same style and size of type as that used to accord screen credit to the individual producer or director of the photoplay, whichever is larger.

Whenever source material credit, or source material and story credit given to the same writer, appears on the same title card as the screenplay credit, the screenplay credit must be the initial credit and must occupy

not less than 50% of the credit card in type at least as large in all respects as that accorded the source material credit. Wherever story credit, but no source material credit, appears on the same title card as the screenplay credit, the screenplay credit must be the initial credit and occupy not less than 60% of the card. Wherever both a source material credit and story credit given to different writers are placed on the same title card as the screenplay credit, the screenplay credit shall appear in a larger size of type on the upper 60% of such title card. Such source material credit and this story credit shall appear in a smaller size of type than that used for the screenplay credit and shall appear on the lower 40% of such title card which lower 40% of such title card shall be apportioned equally among all writers receiving such source material and story equally among all writers receiving such source material and story credit. Under the circumstances described in the immediately preceding sentence, the Company shall have the right to place the source material credit on another card without the limitations hereinabove imposed so long as such other card is not inserted between the screenplay credit and the director's credit. The foregoing provisions of this subsection and the preceding subsection shall not be applicable to contract commitments entered into prior to December 13, 1963 which contain terms contrary thereto.

9. A writer who has participated in the writing of the screenplay, or a writer who has been employed by the Company on the story, or who has sold or licensed literary material subject to this Basic Agreement, shall, for the purpose of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of screen credits, and in addition, in the case of a remake, any writer who has received credit either for story or screenplay in connection with the most recent production of such remake photoplay.

10. Prior to the final determination of screen credits, as provided herein, the work of participants not receiving screen credit may be publicized by the Company. After such a determination of screen credits only per-

sons receiving screen credits or source material credit may be so publicized.

11. Before the writing credits for a motion picture are finally determined (and in the case of a motion picture produced in Company's studios in the Los Angeles area, no later than three (3) business days following completion of principal photography of such motion picture, except where circumstances make it impractical), the Company will send to each participant and to the Guild concurrently a written notice which will state the Company's choice of credit on a tentative basis, together with the names of all participants, their addresses last known to the Company and if a participant is then also a director or producer of the photoplay the notice will so indicate. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within five (5) days after the Company's request for such information, in addition to giving notice to each participant shown on its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which Company intends to use in connection with the photoplay. Such credits shall not be subject to the provisions for protest and arbitration as hereinafter provided, but the Guild shall have the right to object to the form of such a credit.

At the Company's request, the Guild may, but shall not be obligated to, make a determination of screen credits and shall so notify the participants. When a Guild determination is so made, it shall be considered a final determination.

At the request of the Guild made to the Company on commencement of principal photography of such motion picture, the Company shall furnish the Guild with a list of all persons who, to the best of the Company's knowledge, are or were participants (see subsection 9. above) with respect to such motion picture. If thereafter any other writer is engaged by Company to render writing services in or in connection with such motion picture during the principal photography thereof, the Company will promptly notify the Guild of that fact. If the motion picture involved is a remake of an earlier motion picture produced by Company, the list of writers to be supplied by the Company pursuant to this paragraph shall include the name of any writer employed by the Company to render writing services with respect to the most recent prior production by Company of such earlier motion picture and who received screen credit for such writing services.

A casual or inadvertent failure by the Company to forward the notices, lists, names or other information to the Guild or persons specified at the times or places designated pursuant to this subsection 11. shall not be deemed to be a breach of this Basic Agreement.

12. The notice specified in subsection 11. hereof, will be sent by telegraph to writers outside of Los Angeles area or by telegram, messenger or special delivery mail to writers in such area. In case of remakes the Company shall not be under any obligation to send any notice to any writer contributing to the screenplay or story of the original production unless such writer received screen credit in connection with such original production.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than six o'clock p.m. of the fifth business day following the next day after the dispatch of the notice above specified. If within the time specified, a written request to read the script has not been delivered to the Company from any of the participants, or a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefor in the notice thereof. The Guild agrees not to use its right of protest indiscriminately. In the event of an emergency and on Company's request, the Guild may reduce such "fifth business day" period. The Guild agrees to cooperate as fully as possible in considering such requests.

14. If a request to read the script is received by the Company from a participant within the time specified in subsection 13. hereof, or if a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than one hundred and twenty (120) hours, exclusive of Sundays and holidays, after the scripts are delivered to the Guild office in Los Angeles, or one hundred and twenty (120) hours after the Guild is notified that the scripts are available at the Company's studio, whichever is earlier. In the event of an emergency and on the Company's request, the Guild may grant a reduction of such one hundred and twenty (120) hour period. The Guild agrees to cooperate as fully as possible in considering such requests.

The tentative screen credits shall become final if no protest is timely made.

15. Upon receipt of a protest or request to read the script, the Company will deliver a copy of the script to the Guild office in Los Angeles for each participant who requests it, provided that the Company shall not be required to prepare additional copies of the script, and the Company shall notify the participants and the Guild by telegraph informing them of the name of the protesting party and the new time set for final determination.

16. If a unanimous designation of credits as provided for in subsection 7. hereof or a request for arbitration as hereinafter provided is not communicated to the Company within the time limit set for the final determination of credits, the Company may make the tentative credits final.

17. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company by telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally.

18. Unless a unanimous agreement has been reached in accordance with subsection 7. hereof, any participant

or the Guild, may within the period provided for in subsection 14. hereof, file with the Company at its Studio and the Guild at its Los Angeles office a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A the Guild will be deemed to have made a written request for arbitration of credits, at the time the Company submits the notice of tentative credits, and in such case Company will immediately make available to the Guild the material as provided for under this subsection.

The Guild through its arbitration committee shall, within ten business days thereafter, make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this subsection 18. have been fully complied with by the Company.

In the event of an emergency and upon the Company's request that the time for arbitration be shortened, the Guild agrees to cooperate as fully as possible. If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate as fully as possible.

Prior to the rendition of the decision said committee may make such investigations and conduct such hearings as may seem advisable to it. Immediately upon receipt of said request for arbitration, the Company shall make available to the Guild three (3) copies of the script, and three copies of all available material written by participants and three copies of all available source material, provided, however, that if three copies of any such material shall not be available, Company shall only be required to provide such copies as are available but in such case the time within which the committee may be required to render its decision as provided for herein shall be extended from ten days to twenty days. In addition, the Company shall cooperate with the arbitra-

tion committee to arrive at a just determination by furnishing all available information relative to the arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee, and any Board of Review established by the Guild in connection therewith, with respect to writing credits, in-so-far as it is rendered within the limitations of this Schedule A, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

19. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the Committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such Committee. The Guild and any writer signing any contract incorporating by reference or otherwise or referring to this Schedule A, and any writer consenting to the procedure set forth in this Schedule A, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this Schedule A, and all such rights or claims are hereby specifically waived.

20. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or a participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company, as the case may be, within forty-eight (48) hours

after completion of the writing work claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

21. No writer shall claim credit for any participation in the screen authorship of any photoplay for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

22. In any publicity issued or released prior to the final determination of credit as herein provided, the Company may include such screenplay or screenplay and story credits as the Company may in good faith believe to be fair and truthful statement of authorship. After such final determination of credits, the Company shall not issue or release any publicity which shall state screenplay or screenplay and story authorship contrary to such determination. No casual or inadvertent breach of the foregoing shall be deemed to constitute a breach by the Company.

Writing credit, but not necessarily in the form specified in this Schedule A, shall be included in publicity releases issued by the Company relating to the picture when the producer and the director are mentioned. The writing credit shall also be included in screening invitations issued by the Company where the credit of the producer or director are included. Prior to a final determination of credits the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.

Screenplay or screenplay and story credit in accordance with the final determination of such credit will be

given on any paid advertising issued anywhere in the world, provided such advertising is prepared by the Company in the Continental United States and is controlled by the Company where such advertisement is used; it being understood that in such advertising prepared prior to final determination of screenplay and story credits, the Company shall include such screenplay or screenplay and story credit as the Company may in good faith believe to be a fair and truthful statement of authorship. After final determination of credits, the Company shall not prepare for issuance any advertising which shall state screenplay or screenplay and story authorship contrary to such final determination.

Where there is only a single writer on a project and if a paid advertisement is issued in which that writer would have received credit hereunder had there been a final determination of credit at that time, then such writer shall be given credit in such advertisement in accordance with the credit requirements of this Schedule A.

In forms of advertising covered hereunder the names of the individual writers accorded screenplay or screenplay and story credit for a photoplay will appear in the same size and style of type as that in which the name of either the individual producer of the photoplay or, the director of the photoplay shall appear in such advertising, whichever is larger. Provided, however, that:

a. If three (3) or more writers share screenplay credit, then the Company shall not be required to use, for the advertising credit to which such three (3) or more writers are entitled, an area in excess of the minimum area that would be occupied by the names of the first two (2) of such writers, if only such first two (2) writers were entitled to share screenplay credit; it being understood that for such purpose the Company may diminish height of the type in which the names of the three (3) or more writers appear in addition to narrowing from side to side the names of such three (3) or more writers; it being further understood that for the purpose of determining which of the writers are the first two (2), the order in which such writers appear in the notification of the Guild's determination reached in its credit arbitration proceedings shall control; and

b. Where a writer entitled to screenplay credit is also entitled to credit as the director and/or producer of the photoplay, then the name of such writer need only be mentioned once in such advertising, provided, however, that he receives credit as a writer; provided further that the order of credit as between writer, producer and director shall be the same as the order with respect to which such credits are given on the screen; and

c. In giving such credit on twenty-four (24) sheets, the names of the individual writers shall in no event appear in type less than 3½ inches in height, or if the screenplay or story credit is shared by more than two (2), in type less than 2½ inches in height; and

d. In giving such credit of advertising covered hereunder, other than on twenty-four (24) sheets the names of the individual writers shall in no event appear in type of a height less than 15% of the height of type used for the title of the photoplay, or if there are two (2) titles of the photoplay, the larger title of the photoplay. Company may seek a waiver of the double billing provision, in particular cases such as the "Beau Geste" ads and the Guild will not unreasonably withhold such waivers.

In all cases the location of the credit accorded to any writer under this subsection 22 shall be discretionary with the Company.

Where the title of the photoplay is in letters of varying sizes, the percentage above referred to shall be based on not less than the average size of all the letters in such title.

The foregoing obligation to accord advertising credit shall be limited to screenplay or screenplay and story credit and shall not apply:

(1) To group advertising, i.e., where more than one (1) photoplay is advertised; provided, however,

that with respect to this exception and the following "teaser" exception, if the individual producer or individual director is mentioned the writer shall also be mentioned, unless no writer is assigned.

(2) To so-called "teaser" advertising;

(3) To advertisements less than eight column inches in size, but if the names of two or more persons who are the producer and director are mentioned the writer shall also be mentioned;

(4) To "trailer" advertising, except where the individual producer or director is mentioned;

(5) Other advertising on the radio or television;

(6) Where credit is given neither to the individual producer nor director of the photoplay;

(7) To special advertising relating only to the source material on which the picture is based, or author thereof, any member or members of the cast, the director, individual producer, or other personnel concerned in its production, or similar matters.

Advertising shall be deemed to have been prepared hereunder when the Company has forwarded the finished copy therefor to the processor or publisher. The Company agrees, however, to revise advertising prepared prior to the final determination of credits so as to show the screenplay or screenplay and story credit as finally determined, if such revision can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense, and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a picture script, and in any novel based on the screenplay, provided that with respect to any novel based on such screenplay the credit shall indicate that such novel is based on such screenplay. Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover the "screenplay" or "written by" credit

shall also appear on the cover in the same size and style of type as the writer of the novel, provided, however, that the writing credit need not so appear if the writer of the screenplay is the writer of the novel. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, and that the publisher will comply with such requirements. But the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

In connection with the radio or television broadcast of a half-hour or more in length, the whole or nearly the whole of the entertainment portion of which consists of the adaptation of a screenplay or substantial part thereof, the screenplay or screenplay and story credit as it appears on the screen shall be given either orally or visually.

Where the major writing contribution to a photoplay is in the form of narration, credit for such narration shall be given and worded in the following form: "narration written by." When a narration credit is given in lieu of a screenplay credit on any photoplay, then such narration credit shall be subject to all of the rights and limitations as are provided in this subsection 22. with respect to screenplay credit.

If hereafter the Company distributes or licenses the distribution of a souvenir program or theatrical program of a motion picture hereunder, or a phonograph record or phonograph album made from the sound track of a motion picture hereunder, and the individual producer or director of such picture is named in his capacity as such in such program or on the liner, cover or jacket of such album or records, then the writer shall also be named. The size of such credit as specified under this Schedule A shall be related to the size of the title as it is used in the listing credit for such picture on such program, liner, cover or jacket.

If in giving credits with relation to a product, the Company gives a "produced by" and also a "directed by" credit then Company shall require the writer's credits to be given in accordance with the provisions of this

Schedule A. The failure of a third party to comply with such requirement shall not constitute a breach by Company.

Where the Company supplies written handouts to reviewers and critics it will list writing credits, if they have theretofore been determined.

No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default, or a breach by the Company of this Basic Agreement.

23. In connection with "sneak" previews before the first general release of a photoplay in the United States, the Company shall give such screenplay or screenplay and story credits as the Company may in good faith believe to be a fair and truthful statement of authorship, but it shall be the obligation of the Company in good faith to have such credit determined prior to such sneak previews; and there shall be no other preview or theatrical showings of any kind except sneak previews, until correct writing credit has been determined as herein provided and included in the main title.

24. The provisions of this Schedule A shall govern the determination of writing scripts for shorts (as defined in the Basic Agreement) based upon written scripts, except that:

a. Such writing credits shall appear in forms selected by the Company. In this connection, the Company agrees to use forms of credit which represent a fair and truthful statement of authorship.

b. The location of screen credit shall be discretionary with the Company and such credit may appear on a card with other credits.

c. The right of protest shall be limited to participants. Protests shall be directed only to improper or untruthful statements of the facts of authorship, rather than to the form in which such authorship is stated.

d. The period of time specified in paragraph N hereof shall be forty-eight (48) hours in place of one hundred and twenty (120) hours.

e. The period of time specified in paragraph R shall be three (3) business days in place of ten (10) business days, and the arbitration decision shall not affect the form of the writing credit.

f. The provisions of subsection 22. requiring the giving advertising credit, shall not apply to shorts, but if such writing credits are advertised, they shall be a fair and truthful statement of authorship.

25. In connection with the sale, assignment, or licensing of any literary material or rights therein, which material is subject to the credit provisions of this Schedule, Company shall obtain an acknowledgment in writing that the purchaser, assignee or licensee, as the case may be, will abide by all of the obligations incurred to writers by Company under the terms and provisions of this Schedule A. Upon the execution of such an acknowledgment, Company shall be considered to have fully complied hereunder and thereupon shall be relieved of all obligations under this Schedule A, with respect to such material or rights therein, as the case may be.

26. a. Company will submit to the office of the Guild, 8955 Beverly Boulevard, Los Angeles, California 90048, attention of its Executive Director, a copy of the initial and subsequent campaign advertising material, prior to the issuance or distribution of such advertising material. If at the time of such submission, the Company has the copy of the souvenir program, theatrical program, liner, cover or jacket referred to in subsection 22. above or the copy of the title and cover page of the novelization, referred to in subsection 22. above, the Company will also furnish such copy to the Guild at such time. If the exigencies of time so require, Company may comply with the above by submitting such advertising material to the office of Writers Guild of America, East, Inc., 22 West 48th Street, New York 36, New York, Attention of its Executive Director. If within twenty-four (24) hours after such submission in Los Angeles or if within thirty-six (36) hours after such submission in New York the Guild protests by telegram delivered (collect if desired)

to the Company, that such advertising material does not conform to the provisions of this Schedule A, subsection 22. above, then the Guild may, within twenty-four (24) hours after making such protest, submit the dispute to arbitration under this subsection 26. The arbitrator shall make his decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after such submission to arbitration.

The arbitrator shall be selected in accordance with the following procedure. There shall be a panel of ten (10) arbitrators designated as Arbitrators Number 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, respectively. The first such arbitration shall be submitted to Arbitrator Number 1, the second such arbitration (or the first such arbitration if Arbitrator Number 1 is unavailable therefor) shall be submitted to Arbitrator Number 2, and so on in rotation. The initial panel of arbitrators is:

Ben Aaron	Arbitrator Number 1
Sidney Justin	Arbitrator Number 2
Dean Richard Maxwell	Arbitrator Number 3
Addison Mueller	Arbitrator Number 4
Seymour Bricker	Arbitrator Number 5
Orrin B. Evans	Arbitrator Number 6
Harry Keaton	Arbitrator Number 7
Roger Davis	Arbitrator Number 8
Leon Kaplan	Arbitrator Number 9
Walter Bruington	Arbitrator Number 10

The arbitration shall be held in Los Angeles, California. The cost of such arbitration shall be borne equally by the Company and the Guild. The Company and Guild shall each bear its own attorneys' fees.

If the arbitrator decides that the Guild's protest is valid, he must designate in what respect such advertising material does not conform to the provisions of this Schedule A, subsection 22. above. This shall be the limit of the arbirtator's authority. The decision of the arbitrator shall be binding upon the Company, the Guild, and the writer or writers involved. Company shall not issue any such advertising material which would violate such decision.

It is hereby agreed that if the arbitrator in any arbitration under the provisions of this subsection 26. does not make his decision and deliver it to the respective

officers of the Company and Guild within 24 hours after the dispute has been submitted to him under this subsection 26., then, at any time thereafter prior to the making and delivering of such decision, either the Guild or the Company may elect to remove the dispute from such arbitrator and re-submit it to the next arbitrator in rotation. If so re-submitted, such next arbitrator in rotation shall make his decision and deliver it to the respective officers of the Company and Guild within 24 hours after such re-submission. The aforesaid election and re-submission shall be exercised and effected by written notice by the Guild or the Company, as they case may be, to the other party. If the first arbitrator shall make and deliver his decision after the expiration of 24 hours after the dispute has been submitted to him and prior to the re-submission of the dispute to the next arbitrator in rotation as aforesaid, such decision shall have the same effect as though it had been made and delivered by the first arbitrator within 24 hours after the original submission of the dispute to him.

If the Guild fails to submit its protest in the manner and within the time period specified above, or if the Guild fails to submit the dispute to arbitration in the manner and within the time period specified above, then in either of such events the Guild shall be conclusively deemed to have approved such advertising material and such approval shall be binding upon the Guild and the writer or writers involved. The Company shall not issue or distribute any advertising material prior to the expiration of the period within which the Guild may protest nor in the event of a protest by Guild (submitted in the manner and within the time period specified above) prior to the expiration of (i) seventy-two (72) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in Los Angeles or (ii) eighty-four (84) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in New York, as the case may be.

In determining any twenty-four (24) or thirty-six (36) hour period referred to above in this subsection

26 a., there shall be excluded Saturdays, Sundays, and the six holidays recognized in the motion picture industry, to-wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

Time is of the essence as to all of the provisions of this subsection 26.

b. Company will forward, wherever practical, by Air Mail, to the Guild, to the attention of its Executive Director, a copy of each of its press books immediately upon its publication and before its general distribution. The present address of the Guild is 8955 Beverly Boulevard, Los Angeles, California 90048.

Such press books shall conform to the provisions of this Schedule A, subsection 22., above.

The Guild shall send a written answer to the Company immediately upon receipt of the Company's press book. If Company does not receive such an answer from the Guild within six days from the time the Company has sent the press book to the Guild, the Guild shall be considered to have approved the press book, and such approval shall be binding upon the Guild and the writer or writers involved. If within such six days the Guild should protest to the Company that any advertising contained in such press book neither previously approved as part of initial advertising nor as part of subsequent advertising material, does not conform with the advertising provisions quoted above, the Guild and the Company shall appoint a joint committee which shall immediately determine the validity of the Guild's protest. If the committee determines it is a valid protest, it may specify the corrections, if any, necessary to conform the advertising with the above mentioned advertising provisions.

27. If the Company shall sell or license the so-called stage presentation rights to a screenplay with respect to which a writer has received a "written by," "story by," or "screen story by" screen credit, then Company shall provide in the contract of sale or in the license that the writer shall be accorded appropriate credit reflecting such screen credit in (1) the program for stage presentation based upon such screenplay, (2) newspaper advertising of one-half page or larger for the Broadway

shows of such stage presentation, and (3) billboards and lobby displays for such stage presentations, but only if general credits are also accorded in such programs, newspaper advertising, lobby displays, and billboards, e.g., director credit, stage play writer credit, producer credit, choreographer credit, and the like. The failure of the purchaser or licensee of the stage presentation rights to comply with such contractual requirements shall not constitute a breach of this agreement by the Company.

28a. Notwithstanding any other provision of this Schedule A, but subject to the provisions of subsection 28d. below, if the individual producer or director is accorded a "production" or "presentation" type of credit, such as "A Sam Jones Production" or "A Sam Jones Picture" or "A Sam Jones Presentation," on the screen (wherever such credit may appear on the screen other than in the position where such individual producer or director credit would normally appear pursuant to this Schedule A), in advertising (wherever such credit in advertising may appear), such "production" or "presentation" type of credit may be accorded in a different style and/or a different size (whether larger or smaller) of type than used to accord credit to the writer of the screenplay, subject to the following:

(1) If such "production" or "presentation" type credit on the screen is in such different style or different size of type, it shall not be placed on the screen between the card according credit to the writer of the screenplay and the card according credit to the director of the photoplay.

(2) If such "production" or "presentation" type credit is used more than once in any advertisement and appears in larger size type than that accorded to the writer of the screenplay in such advertisement, it may not be placed on the same line as such writer's credit in such advertisement.

28b. Subject only to the provisions expressly relating thereto contained in this subsection 28, the matter of "production" or "presentation" type credit shall not be governed by this Basic Agreement; it being agreed that

the Company may accord such "production" or "presentation" type credit as it may see fit.

28c. The obligation under subsection 22. of this Schedule A to mention the writer in group advertising or so called "teaser advertising or trailer advertising" where the individual producer or director is mentioned shall not apply if such mention of the individual producer or director is a "production" or "presentation" type credit.

28d. The provisions of a. b. and c. of this subsection 28. are modified to the extent required by the following:

Wherever a single presentation or production credit is accorded to any individual or individuals in advertising, the writer or writers who are entitled to credit on the screen pursuant to the provisions of this Schedule A shall receive credit in such advertising in type size at least 20% of the size of the type of the main title or 50% of the size of the type of the production or presentation credit, whichever is greater, as such title or credit appears on the advertising involved. If more than one such presentation or production credit is accorded to any individual or individuals, then the size of the writing credits shall be increased by an additional 5% of the main title for each such additional presentation or production credit (e.g., a total of 25% for two, 30% for three), or shall be in 50% of the size of the largest of such presentation or production credits, whichever is larger.

If two or more names are used on one line in one such presentation or production credit it will, nevertheless, count as one presentation or production credit (e.g., "A John Jones-Bob Brown Presentation"; but not "A John Jones Production of a Bob Brown Presentation").

The credit accorded to the author of the source material is not subject to the restrictions of this subsection and shall not be considered a "production" or "presentation" credit.

All credit requirements of existing contracts or appropriate credits contained in copy prepared prior to December 13, 1966, which conflict with the foregoing provisions shall control.

The provisions hereof shall further not apply to impersonal corporate presentation or production credits where the corporate name is wholly impersonal such as "Columbia Pictures Corp. presents," and shall further not apply to the names of any distributing company, whether or not impersonal, including Walt Disney Productions.

The foregoing provisions shall not apply to subparagraphs (1), (2), (4), (5), and (6) of subsection 22d. of this Schedule A.

29. On the request of either party for modification of this Schedule A on the ground of hardship in the application of any of its provisions, the other party agrees to meet and negotiate with respect to changes to eliminate such claimed hardships.

30. Where used in this Schedule A, the term "writer" or "employed writer" shall have the same meaning as provided in Article 1 B.1.a. of the Basic Agreement.

TELEVISION SCHEDULE A

TELEVISION CREDITS

1. Credit shall be given on the screen for the authorship of stories and teleplays and shall be worded "Teleplay by", or "Story by", or "Written by" (for story and teleplay) or, in the case of variety and audience participation shows only, "Written by", or "Special material by", as the case may be. The term "Teleplay" means the script as produced on the television screen or as shown in its final form, by whatever means the medium may employ. In the exceptional case where a writer has contributed to the development of the final teleplay but is not given teleplay credit hereunder, credit in the form "Adaptation by" may be given, but such credit shall be subject to automatic credit arbitration as provided in subsection 17. of Schedule A, Television.

If a writer is entitled to "Written by" credit on a television film which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By ————", or Written and Directed By ————", or "Written, Produced, and Directed By ————".

2. The term "Story" means all writing written substantially in whole by a writer or writers as hereinbefore defined, representing a contribution distinct from Teleplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "Source material" means all material upon which a teleplay is based other than the story, as hereinabove defined, including other material on which the story is based. Credit shall be given for story authorship of teleplays to the extent and in the forms provided in the following paragraph a. to e. inclusive:

a. When a teleplay is based upon story and upon no other source material, credit for story authorship shall be given to the television writer and shall be worded, "Story By."

b. When the teleplay is based upon source material, no story authorship credit may be given to the television writer (except pursuant to paragraph c. and d. below) but, subject to contractual commitments in effect on June 19, 1960 with source material authors, the source material author may not be given "Story by" credit, it being understood and agreed, however, that the company may give to the source material author any appropriate credit other than the two words "Story by", and that the credit given to source material authors may include, but shall not be limited to, the source material credits referred to in paragraph c. below.

c. When the teleplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded, "Television Story by", which credit shall be subject to automatic credit arbitration as provided in subsection 17. of this Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired, such as, for example, "From a play by", "From a novel by", "From a radio play by", "From a Saturday Evening Post story by", "From a series of articles by", "From an unpublished story by", "Based upon a short story by", or other appropriate wording.

d. Where the teleplay is based upon a sequel story, credit for such sequel story shall be given in the form "Story by" and the author of the source material upon which such sequel is based may be given credit, "Based upon characters created by", or other appropriate form of credit. If the source material is in the form of a format or characters, then the source material credit may be given in the following forms: "From the format by", or "Characters created by".

e. Upon the written request of a writer made prior to his acceptance of employment in connection with a designated program or upon the written re-

quest of a then employed writer at the time of his assignment to a designated program, the Company shall notify him in writing of any then existing contractual obligations to give credit for source material in connection with such program. The Company shall not thereby be limited from making subsequent contractual obligations to give source material credit as above provided in connection with such program. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, and from carrying out such credit obligations as may be therein provided.

In the case of a Variety or Audience Participation program on film where a writer has contributed material and is not otherwise entitled to be included in the "Written by" credit customarily shared by such writers, additional credit may be given for such material in the form "Special Material by". Writers of Variety and Audience Participation Shows shall be deemed included under all the provisions of this Schedule A, the same as writers of dramatic programs despite the fact that only "Story" and "Teleplay" are hereinafter referred to, and when credits for Variety or Audience Participation Shows are involved hereunder the terms "Written by" and "Special Material by" shall be deemed included whenever the terms "Story by" and "Teleplay by" appear.

3. Screen credit for teleplay will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of Guild arbitration provided hereunder, the names of three (3) writers or the names of two (2) writing teams may be used. A writing team for the purpose of this Schedule A only shall be deemed to be two writers (excluding production executives) who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The same limitation shall apply to screen credit for story authorship by writers hereunder.

4. The limitation as to the number of writers receiving credit provided for in subsection 3. shall apply to all teleplays except multiple-story teleplays, revues, Variety and Audience Participation shows.

5. Unless the writing of the story and/or teleplay is done entirely without the collaboration of any other writer, no story or teleplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit. Such credit arbitration, however, shall be without prejudice to the Company's position in any arbitration relating to payment pursuant to Article 13B.7C. A production executive for the purpose hereof shall be defined as any employee of Company customarily hired for or engaging in activities considered part of the managerial phase of company's business activities. If Company shall claim that a writer has been assigned to write a teleplay based upon a story composed or created by a production executive, the story and teleplay shall be subject to an automatic arbitration pursuant to the provisions of this Schedule A.

6. When more than one (1) writer has participated in the authorship of a story and/or teleplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the television screen, provided that the form of credit agreed upon shall be in accordance with the terms of this Credits schedule, and provided further the agree-

ment is reached in advance of arbitration and the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the company before the final determination of credits hereunder, the company will accept such designation of credits, and such agreed credits shall become final hereunder. The company will confirm such agreed credits by sending notice thereof to all participants and to the Guild in the manner provided in this Schedule, subsections 10.-11. In no case shall a writer grant to another writer, or accept for himself, credit which is not properly earned.

7. Writing credit, required under the provisions of this Schedule A and as finally determined hereunder, shall appear on a separate card or cards on the television screen subject to the following conditions:

a. Writing credit (other than Source Material credit) may appear on the same card on which appears the title of the particular episode, but in no event in size of type less than 30% of the size of the title; or

b. Writing credit, including Source Material credit, if given, may appear on a separate card or cards immediately following the title card of the particular episode; or

c. Writing credit, including Source Material credit, may appear immediately prior to or following immediately after the director's credit. Writing credits placed pursuant to this subparagraph c. shall not be more than the second personal credit prior to the beginning or subsequent to the ending of the teleplay as the case may be. For this purpose, however, if Source material credit appears on a separate card from the other writing credits these two separate cards immediately succeeding each other shall count as one credit. Commercials or a credit to the production company shall not be deemed to be a "personal credit" for the purposes of this provision.

d. Credit for Anthology Series. With respect to anthology series only, the company shall give the writing credits in either of the positions set forth in

a. or b. above unless the initial sponsor of the series, having the right to to so pursuant to its agreement with the Company, requires the Company to refrain from placing the credit in either of such positions. In such case, however, the Company shall place the writing credits as provided in c. above.

e. The credit given to a television writer or writers pursuant to this Schedule A shall precede (but need not immediately precede) source material credit except that

(1) the obligation imposed by this sentence should be subject to contractual commitments, heretofore or hereafter entered into by the Company with any source material author, requiring that source material credit precede television writing credit;

(2) the Company shall in any event have the right to give precedence to source material credit if the source material author's name has marquee value.

For purposes of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky, Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John Van Druten.

If roller type credits are used, the Company in lieu of the use of a separate card shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible.

Source Material credit may be given on the same card on which other writing credits appear provided that writing credit (other than Source Material credit) shall be the first credit appearing on such card and provided further than the Source Material credit shall not occupy more than 40% of the space on such card and is not displayed more prominently than the other writing credits appearing thereon; provided, however, that this provision shall be subject to and not affect any individual personal service agreements in effect on March 18, 1957. In no event, however, shall Source Material credit be included on the card on which the other writing credits appear with the title of the particular episode.

Teleplay credit shall precede story credit, it being understood that if both are on the same card, teleplay credit shall be the first credit.

8. A Company shall not enter into any contract to give credit to any writer or writers hereunder for reasons of the writer's prestige or for any reasons other than earned credit, and writing credit for any writer or writers shall be assigned solely on the basis of actual contribution to the story or teleplay as determined in the event of question by the Credits Arbitration machinery of the Guild.

9. The Guild shall set up and maintain a record and listing of credits comparable to the Bulletin of the Academy of Motion Picture Arts and Sciences for the benefit of writers engaged in writing for television. Any participant in the writing of a story for television or in the writing of a teleplay or any other material which shall appear on the television screen, whose contribution is deemed insufficient to warrant visual television screen credit, shall be eligible to have the nature of his contribution recorded in the aforementioned Bulletin and be made available to such Writer for exploitation purposes, provided, however, that the final decision as to his contribution and what credit he shall receive and where, in the event of question, rests solely with the arbitration machinery of the Guild. Company shall be under no obligation with respect to the establishment or maintenance of any such records or listings.

10. A writer who has participated in the writing of the teleplay or of the story (other than Source Material) with respect thereto and, in the case of a remake, any writer who has received credit for story (other than Source Material) or teleplay in connection with the most recent production of such remake television film shall, for the purposes of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of writing credits.

11. Before the writing credits are finally determined, the Company will send concurrently to each participant and to the Guild written notice, which will state the Company's choice of credits on a tentative basis, together with the names of all participants and their addresses last known to the Company. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within two (2) days after the Company's request for such information, in addition to giving notice to each participant shown in its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which the company intends to use in connection with the photoplay. Such credits shall not be subject to protest and arbitration as hereinafter provided but the Guild shall have the right to object to the form of such credit.

At the Company's request, the Guild may, but shall not be obligated to, make a tentative determination of screen credits and send out the notice.

12. The notice specified in subsection 11. hereof, will be sent by telegram to writers outside of Los Angeles or New York area, depending on the place of production, or by telegram, messenger or special delivery mail to writers in such areas. No notice will be sent to writers outside of the United States or writers who have not filed a forwarding address with the Company. In case of remakes the Company shall not be under any obligation to send any notice to any writer contributing to the teleplay or story of the original production, unless the writer has received credit.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company but such time will not be earlier than six o'clock p.m. of the next business day following the next day after the dispatch of the notice above specified. If within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefore in the notice thereof. The Guild agrees not to use its right of protest indiscriminately.

14. If a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than one hundred twenty (120) hours after the Company delivers to the Guild, all of the scripts involved.

In any case where the Guild is required to read more than four (4) scripts pursuant to a protest hereunder, the Company shall be required to add to the one hundred twenty (120) hours above provided a period of twenty-four (24) hours for each additional script or fraction thereof.

If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate wherever practicable.

15. Upon the receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York and the Company shall notify the participants and the Guild by telegram informing them of the name of the protesting party and the new time set for final determination, provided that if three (3) copies of all the material cannot be provided the arbitration period is to be extended from one hundred and twenty (120) hours to five (5) business days.

16. Any notice specified in the foregoing paragraphs shall unless a specified form of service thereof is otherwise provided for herein, be sent by the Company be telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally, and to the Guild at the last known address of the Guild in Los Angeles or New York.

17. Unless a unanimous agreement has been reached in accordance with subsection 6. hereof, any participant or the Guild may within the period provided for in subsection 13. hereof, file with the Company at its Studio

and the Guild at its Los Angeles or New York office, as the case may be, a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A, the Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and in such case the Company will immediately make available to the Guild the material as provided for under subsection 15. of this Schedule A. The Guild through its arbitration committee shall, within the time limit specified by the Company make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Schedule have been fully complied with by the Company.

Prior to the rendition of the decision, said committee may make such investigations and conduct such hearings as may seem advisable to it. The Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to that arbitration. Upon request of the arbitration committee, the Company shall provide the Committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee with respect to writing credits, including any Board of Review established in connection therewith, insofar as it is rendered within the limitations of this paragraph shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

18. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement,

any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such committee. The Guild and any writer signing any contract incorporating by reference or otherwise refering to this subsection or any writer consenting to the procedure set forth in this subsection, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this subsection, and all such rights or claims are hereby specifically waived.

19. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company as the case may be, within forty-eight (48) hours after completion of the writing claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermination credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

20. No writer shall claim credit for any participation in the screen authorship of any teleplay or story for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

21. With reference to credits in advertising which is contracted for by the Company and which is more than

eight column inches in size, if the names of the individual producer or director shall be included, the name of the writer shall be included and in all such instances the writer shall receive parity as to size and style of type with the director and producer except in those instances where the Company shall have determined in good faith that the individual director's or producer's name has box office value. In connection with a series, anthology or episodic, or serial, if advertising credit is given to a producer or a director only in connection with advertising the entire series the writer shall be given credit in such advertising where the number of scripts contributed by such writer shall equal the number of programs produced or directed by the producer or director receiving such advertising credit. If spoken credits are accorded to the producer or director they shall also be accorded to to writer. Oral self identification by a producer or director shall not be deemed to be a spoken credit for the purpose hereof. In the event that the Company licenses or grants to any third party the right to make any of the uses of serial or episodic series material specified in Article 15B 14., it shall use its best efforts, in contracting with such third party, to require such third party to accord to the writer or writers of such material credit therefore which is appropriate to the field or medium for which such material is licensed; provided, however, that Company shall be obligated, in any contract with such third party for hard cover or paperback book publication of such material, to provide for credit to such writer or writers in a manner consistent with credits ordinarily given in the book publishing industry in similar instances. If Company itself uses such material pursuant to paragraphs a. or e. of said Article 15B 14., it will accord appropriate credit to such writer or writers in connection therewith, but in the event of any dispute concerning the appropriateness of such credit the company's decision shall be final. Nothing contained in this subsection 21. shall be deemed to affect, limit or modify the provisions of subsection 8. of Article 15B of this Basic Agreement, it being the intent that a "Buyer" executing an assumption agreement under subsection 8. shall in all respects be in the same position as the "Seller".

22. No commercial or advertising matter, audio, or visual, shall appear on or above the writer's card either as background or otherwise. The following uses of a sponsor's name, mark, slogan, product or package shall not be deemed to involve an appearance of "commercial or advertising matter":

a. Such use as a part of or in direct conjunction with the title of the program or program series, (as in "Dupont Show of the Month", "GE Theatre", "US Steel Hour");

b. Such use as an integral part of draperies, sets, or props appearing under a superimposition of credits where such draperies, sets or props were used in the entertainment portion of the program (as in various types of variety, comedy variety and audience participation programs);

c. The superimposition of a crawl or roller-type credit over a still or moving photograph of a sponsor's product on a set or sets used in the entertainment portion of the program where the use, demonstration, or exhibition of such product was integrated with the entertainment portion of the program;

d. Such use as a part of the playing or singing of the sponsor's musical theme.

Anything in this subsection 22. to the contrary notwithstanding, it is understood and agreed that on any particular program the writer will be given parity of treatment with the director insofar as the appearance of commercial or advertising matter on their respective cards is concerned.

23. A credit on the screen in the form "created by" shall be given on each episode of an episodic series, or serial, to the writer where such writer has separated rights and is entitled to sequel payments for such episode under Article 16B2. Such credit shall be contiguous to a writing credit. The Company may contract to give such credit to any person, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as above provided, that writer shall be given the "created by" credit and the person whose contract provided for such credit may be given a "developed by" credit or other similar credit. If the contract was executed prior to June 16, 1966 providing for such "created by" credit, such credit may be given notwithstanding the above provisions. In the event no one is entitled to such separation of rights or in the case of anthology episodes, nothing herein shall prevent, or require, the giving by the Company a "created by" credit.

a. A writer entited to "created by" credit shall be given appropriate source material credit in hard cover or paperback book publications arising out of the series. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, but the failure of a publisher to comply with such requirement shall not constitute a breach by the Company.

b. With regard to any episodic series or serial in which a writer subject to this Basic Agreement has separated rights, is entitled to sequel payments under Article 16B2. and receives a "created by" credit, if the Company desires to grant a "developed by credit, such credit may only be given for writing and shall be subject to a Guild arbitration to determine its appropriateness. The Guild's decision in this regard shall be final.

24. A credit entitled "narration written by" or "narration by" shall be in accordance with the following:

NARRATION

(by writer other than writer of teleplay or story and teleplay)

Nature of material already written under WGA when narration writer hired	FILM ASSEMBLED IN STORY SEQUENCE		
	**Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer
1.	Narration written by	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
2. Story only	Narration written by (If story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
3. Story and teleplay	None, but if over 8 minutes of narration (aggregate), only receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration (aggregate of no more than story & teleplay residuals)

Nature of material already written under WGA when narration writer hired	FILM ASSEMBLED IN STORY SEQUENCE		
	**Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer
1.	Narration written by	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
2. Story only	Narration written by (If story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
3. Story and teleplay	None, but if over 8 minutes of narration (aggregate), only receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration (aggregate of no more than story & teleplay residuals)

**Credits not to affect rates - There is no separation of Rights for Narration

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25. Notice of tentative credits shall be in the following form, which form has been approved by the Guild:

NOTICE OF TENTATIVE WRITING CREDITS

To: Writers Guild of America, West, Inc., 8955 Beverly Boulevard, Los Angeles, California 90048 and Participating Writers

NAMES OF PARTICIPATING WRITERS ADDRESS

_____ _____

Title of Episode: _____ Production #____
(indicate if pilot)

Series Title: _____

Producing Company: _____

Producer: _____ Assoc. Producer: _____

Director: _____ Story Editor (or Consultant) :____

Other Production Executives, if Participating Writers

_____

Writing credits on this episode are tentatively determined as follows:

ON SCREEN:

Source material credit ON THIS EPISODE (On separate card, unless otherwise indicated) if any:

Continuing source material or Created By Credit APPEARING ON ALL EPISODES OF SERIES (on separate card, unless otherwise indicated) if any:

The above tentative credits will become final unless a protest or request to read the final script is communicated to the undersigned not later than 6:00 P.M. _____.

_____ By:_____

26. Where the Company supplies material to newspapers and periodicals such as TV Guide for listing programs, it will list writing credits if they have theretofore been determined.

27. Where the Company has failed to provide credit on the screen in accordance with final credit determination it shall correct each print before such print is retelecast and place a full-page advertisement in either DAILY VARIETY or the HOLLYWOOD REPORTER specifically crediting the writer. Such remedies shall be in addition to any claim the individual writer may have for damages by reason of such failure to provide proper credit.

28. Each writing credit card required hereunder shall appear on the screen a minimum of two seconds, or the length of the producer's or director's credit, whichever is shown longer.

29. If by reason of method of assignment of the writer or other circumstances in connection with a program or series, the provisions of this Schedule A are inappropriate, either the Guild or the Company may raise the question of such inappropriateness and the mutual agreement reached by them with respect to the credit to be given, if any, shall be binding and conclusive on these parties and the writers.

GC-12

CONSTITUTION AND BY-LAWS

of the

WRITERS GUILD OF AMERICA, WEST, INC.

ARTICLE I

Name and Seal

THE NAME of this corporation shall be the WRITERS GUILD OF AMERICA, WEST, INC. Its seal shall be of a design adopted by its Council. Its principal office shall be in the County of Los Angeles, State of California.

ARTICLE II

Objects

The objects of this Guild are:

Section 1. To promote and protect the professional interests of all creators and adaptors of literary, dramatic or musical material in the radio, television and motion picture industries, as such industries are presently constituted or as they may hereafter be constituted or reconstituted as a result of any technical or scientific developments or discoveries.

Section 2. To represent members of the Guild for the purpose of collective bargaining.

Section 3. To promote fair dealing and to cultivate, establish and maintain cordial relations, unity of action and understanding among all writers, and to resolve and settle disputes among members relating to their respective ownership of or other interests in written material; and to promote and cultivate fair dealings, cordial relations and understanding between this Guild, its members and other professional writers on the one hand, and organiza-

tions, groups or individuals with whom they have mutual aims or interests, or with whom they work or have business or professional dealings, on the other hand.

Section 4. To adjust, arbitrate and resolve disputes relating to the work of members, their ownership of or other interests in written material and any other matters relating directly or indirectly to the professional interests of members.

Section 5. To correct abuses to which members may be subjected; to assist members in securing equitable contracts, satisfactory working conditions and fair return in all dealings with employers and others with whom they have professional relations; and to establish and enforce standard minimum contracts and Codes of Fair Practice.

Section 6. To stimulate an interest in and demand for, and to actively participate in, efforts to obtain adequate copyright legislation, both domestic and foreign, and to promote better copyright relations between the United States and other countries.

Section 7. To cooperate and/or to enter into affiliation agreements where necessary with other groups or organizations having objectives or interests in common with the Guild.

Section 8. To protect the rights and property of the Guild and its members both at law and under the provisions of this Constitution and by-Laws; and to do any and all things necessary, desirable or proper to promote the welfare and interests of the Guild, its members and all professional writers, and to carry into effect or to further any of the foregoing purposes.

ARTICLE III

Government and Administration of the Guild

This Guild shall consist of two Administrative Branches denominated as the Screen Writers Branch, and the Television-Radio Writers Branch, and such other and further Branches as may be established pursuant to the provi-

sions of this Constitution and By-Laws expressly relating thereto.

The Guild and its Administrative Branches shall be governed in accordance with the provisions of this Article III.

A. THE GUILD

Section 1. Effective on and after the Guild elections to be held for the 1959-1960 term, the governing body of this Guild shall be known as the Council and shall consist of a President, First Vice-President, Second Vice-President, Secretary, Treasurer and 18 members. The President of the Screen Writers Branch shall be the First Vice-President of the Guild. The President of the Television-Radio Writers Branch shall be the Second Vice-President of the Guild. The Vice-President of the Television-Radio Writers Branch shall be the Secretary of the Guild. The Vice-President of the Screen Writers Branch shall be the Treasurer of the Guild.

Section 2. The Council of the Guild shall have exclusive power and authority unless otherwise indicated elsewhere in this Constitution and By-Laws, with respect to the following matters:

(a) The employment and discharge of all employees, agents and professional representatives of the Guild and its Administrative Branches, subject to the provisions of Section 3 hereof.

(b) The exercise of all rights and authority of the Guild and the Council as such rights or authority shall be granted or specified in any and all Articles of this Constitution and By-Laws.

(c) The appointment of both standing and ad hoc committees to consider, take action or report to the Council as the case may be, in accordance with and to the extent of the authority delegated by the Council.

(d) The determination and implementation of Guild policy with respect to Federal, State and local legislation in the fields of copyright, labor and taxation.

(e) The organiaztion of additional groups of writers not presently within the jurisdiction of the Guild and the invitation to existing organizations of writers not a part of this Guild or of the Writers Guild of America, East, Inc., to become affiliates or additional member branches of this Guild.

(f) The establishment and maintenance of affiliations and the entering into of agreements with other groups of writers either within or without the United States; provided, however, that the Council shall have no power to enter into an affiliation agreement which abrogates, modifies or reduces any right or privilege given to or reserved by any of the Administrative Branches in this Constitution and By-Laws.

(g) The establishment and maintenance of uniform terms and conditions under which Guild members may be represented by agents in connection with the rendition of their services or the sale or licensing of their literary or dramatic material.

(h) The establishment and maintenance of public relations policies of the Guild and its branches.

(i) The establishment and maintenance of such facilities as may be operated for the benefit of all members such as but not limited to a group insurance plan, a federal credit union, manuscript registration and the preparation and circulation of market lists.

(j) The handling of those matters not specified herein but as to which the Council has been given either special or general power and authority by a resolution of the Executive Boards of all of the Administrative Branches pursuant to Section 2 of the subdivision B of this Article.

(k) The ownership and control of the funds and property of the Guild.

(l) The settlement of all disputes among or between Administrative Branches of the Guild.

(m) To delegate one or more of its administrative powers to any of the Administrative Branches provided such delegation is authorized by an affirmative vote of not less than 2/3rds of the total membership of the Council.

(n) The construction and interpretation of the provisions of this Constitution and By-Laws.

Section 3. Appointment and Duties of Executive Director and Counsel.

(a) The Council shall select an Executive Director and an attorney or firm of attorneys who shall act as counsel both to the Guild and to its Administrative Branches.

The appointment of an Executive Director or attorney shall be submitted to the general membership of the Guild for approval at the first annual or special membership meeting following such appointment.

(b) The Executive Director shall be responsible for and shall have all the authority necessary to carry on the daily administration of the Guild business, which authority shall include but shall not be limited to the authority to employ and discharge, the direction and control of personnel and the supervision and correlation of the work of committees and other intra-Guild activities.

(c) The personnel of the Guild shall include one or more persons designated as Administrators whose function it shall be to administer under the general control and direction of the Executive Director particular Guild minimum basic agreements. The Executive Director's authority to employ and discharge any such Administrators shall be subject to the right on the part of the Board of the particular Branch involved to approve any person so engaged as an Administrator, which approval, however, shall not be unreasonably withheld, and to request the dismissal of any such person for cause. The Executive Director may, subject to the approval of the Council, designate one of such Administrators as the Assistant Executive Director.

B. THE ADMINISTRATIVE BRANCHES

Section 1. The governing body of each Administrative Branch of this Guild shall be its Executive Board, which shall consist of the eleven persons who are the Branch representatives on the Council, three of whom shall be designated and elected as the President, Vice-President and Secretary-Treasurer of the Branch.

Section 2. The Executive Board of each Administrative Branch shall have the exclusive authority to exercise, perform and enforce all of the rights, duties and obligations accorded to it by the terms and provisions of this Constitution and By-Laws, except to the extent that such authority has been limited by the reservation of a right of action on the part of the membership or the delegation of specific authority to the Council pursuant to any terms or provisions elsewhere herein contained.

Each Executive Board shall have the power to delegate to the Council such of its authority as it may from time to time deem necessary provided such delegation is made by joint resolution of the Executive Boards of all of the Branches.

Section 3. Areas of Administrative Authority.

A. For the purposes of servicing writers and administering minimum basic agreements, Codes of Fair Practices and other standard contracts, the Administrative Branches shall exercise exclusive authority over the following respective areas of writing activity:

(a) Screen Writers Branch—the employment of writers for the preparation of literary or dramatic material, or the acquisition of literary or dramatic material, previously unpublished and unproduced in any other media, and rights and licenses with respect thereto for use in the production of motion pictures produced for theatrical release, or for "paid" television if also released theatrically, whether such motion pictures be filmed, taped or otherwise mechanically or electrically recorded excluding however subsidiary motion picture reproduction of live broadcasts.

(b) Television-Radio Writers Branch—the employment of writers for the preparation of literary or dramatic material, or the acquisition of literary or dramatic material previously unpublished and unproduced in any other media, and rights and licenses with respect thereto, for use in the production whether live or otherwise of television or radio programs, except as hereafter otherwise provided in paragraph B below.

B. The employment of writers for the preparation of literary or dramatic material, or the acquisition of literary material, previously unpublished and unproduced in any other media, and rights and licenses with respect thereto, for use in the production of motion pictures, whether such motion pictures be filmed, taped or otherwise mechanically or electrically recorded, produced solely for release through "paid" television shall be within the administrative authority of the Council which shall determine which Administrative Branch or Branches, if any, shall be given the authority to service the writers and administer collective bargaining agreements or Codes of Fair Practice applicable to that field of writing.

"Paid television" for the purposes of this section shall be defined as the transmission or broadcasting of television programs with respect to the reception of which a fee or charge has been or is intended to be made.

C. If a dispute shall arise between the Administrative Branches concerning the extent of their respective areas of administrative authority the matter shall be referred to the Council for settlement.

D. If a dispute shall arise between a branch of the Guild and a branch of the Writers Guild of America, East, Inc. concerning their respective areas of administrative authority, the dispute shall be submitted to both Councils in the manner provided in Section 9 of Article XIV hereof.

ARTICLE IV

Membership

There shall be four classes of membership in this Guild and in the Administrative Branches thereof, which classes shall be denominated Associate, Current, Guild Member and Withdrawn. Upon application to and acceptance in the Guild, a person shall become a Guild member, and shall be entitled to be an Associate Member, or a Current Member, in accordance with the provisions of Sections 1 and 2 of this Article. Upon obtaining the requisite units of credits or employment, as provided in Section 2 of

this Article, such person shall be eligible for Current status in the Guild or its Administrative Branches. In the event that such person shall fail to maintain his Current status in the Guild or any Administrative Branch, as provided in Section 3 of this Article, he shall nevertheless continue his status as a Guild Member, subject only to the provision of Section 4(2) of this Article.

Section 1. Eligibility for Associate Membership.

Any person engaged to write literary or dramatic material for, and any author of unpublished and unproduced literary or dramatic material as to which rights are sold or licensed or granted for use in a theatrical motion picture, a radio program or a television program, whether live, filmed or taped, as said terms are commonly understood in the entertainment industry, shall be eligible for Associate membership in this Guild and its Administrative Branches.

Section 2. Eligibility for Current Status.

A. Eligibility for Current Status in the Guild.

(1) Any person who shall meet the qualifications for Current Status in any of the Administrative Branches of this Guild as provided for in subparagraph B hereof shall be eligible for Current Status in the Guild.

(2) Any person not meeting the qualifications prescribed in subdivision (1) above shall be eligible for Current Status in this Guild if he shall obtain eighteen units of credit computed in accordance with the following provisions within a period of two years preceding the date of application for Current Status in the Guild.

(a) With reference to material as to which the writer receives credit, the number of units shall be computed in accordance with the following schedule:

Writing Credit	Unit Credit
1 feature motion picture screenplay	18 units
1 feature motion picture story	9 units
1 motion picture short subject screenplay	6 units
1 motion picture short subject story	3 units
1 story and teleplay or teleplay for a television program (live or film) 90 minutes in length	12 units
1 story and teleplay for a television program (live or film) one hour in length	6 units

Writing Credit	Unit Credit
1 story and teleplay for a "one time" or "unit series" or "episodic series" television program (live or film) one half-hour in length	3 units
1 story and teleplay or teleplay for "one time" or "unit series" or "episodic series" television program (live or film) one quarter-hour in length	2 units
1 teleplay for a television program (live or film) one hour in length	4 units
1 teleplay for a "one time" or "unit series" or "episodic series" or "serial" television program (live or film) one half-hour in length	2 units
1 teleplay for a "serial" television program (live or film) one quarter-hour in length	1 unit
1 unpublished and unproduced story sold or licensed or written under employment for a television program (live or film) 90 minutes in length	6 units
1 episode of an episodic series or serial on which the writer receives a "Created By" credit pursuant to the provisions of the applicable collective bargaining agreement	1 unit
1 unpublished and unproduced story sold or licensed, or written under employment for a television program (live or film) one hour in length	2 units
1 unpublished and unproduced story or licensed, or written under employment for a television program (live or film) one half-hour in length	1 unit
1 story and radio play or radio play for a radio program 90 minutes in length	12 units
1 story and radio play for a radio program one hour in length	6 units
1 story and radio play for a "one time" or "unit series" or "episodic series" radio program one half-hour in length	3 units
1 story and radio play or radio play for "one time" or "unit series" or "episodic series" radio program one quarter-hour in length	2 units
1 radio play for a radio program one hour in length	4 units
1 radio play for a "one time" or "unit series" or "episodic series" or "serial" radio program one half-hour in length	2 units
1 radio play for a "serial" radio program one quarter-hour in length	1 unit
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program 90 minutes in length	6 units

Writing Credit	Unit Credit
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program one hour in length	2 units
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program one half-hour in length	1 unit
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program one quarter-hour in length	1 unit
Employment to revise, rewrite or polish literary property in any form suitable for motion pictures, television or radio, and of any length (if such property is thereafter produced, the writer shall be entitled to the number of units provided for hereinabove in this Schedule for a produced property of the type involved, less the one unit theretofore credited to the writer of this provision).	1 unit

Unit credit for the writing or sale or licensing of material for "paid television" shall be determined by the Council. Unit credit for programs whose running time is longer or shorter than the times hereinbefore specified shall be that proportion of the unit credit above specified which the actual length of the program in question bears to the program lengths herein specified for the type of program involved. In unusual cases the Council shall have the authority to make specific unit credit determination applicable to any such program.

The words "story" and the words "teleplay" or "radioplay" shall be deemed to include all literary material written for radio or television programs provided however that:

(i) In order for literary material which is not in the form of a complete dramatic story, teleplay or radio play to be entitled to the unit credits hereinabove referred to, the use of such literary material must absorb not less than 50 per cent of the running time of the program involved.

(ii) If the use of such material shall absorb less than 50 percent but more than 25 per cent of the program running time then the unit credit to be given in connection with such material shall be 50 per cent of the credit

above provided with respect to the type of program for which the material is written.

(iii) If the use of such material shall absorb less than 25 per cent of the program running time then the unit credits to be given in connection with such material shall be 25 per cent of the unit credit above provided with respect to the type of material for which the program is written.

(b) With reference to material which a writer shall prepare, revise, rewrite or polish, but with respect to which he shall not receive credit whether such writing shall have been on a weekly, staff or free lance basis, such writer shall, on submission of proof and subject to the provisions of subdivisions (c) below, receive one half-unit of credit for each week or major fraction thereof devoted to such writing, but not exceeding in any event the number of units such writer would have been credited with in accordance with the Schedule set forth in subdivision (a) preceding if he had received credit with respect thereto; and provided further that if the number of weeks worked shall not be susceptible of exact computation, the writer shall, on submission of proof and subject to the provisions of subdivision (c) below, be entitled to receive up to a maximum of half the number of units applicable to the type of material provided by him in accordance with the Schedule of units set forth in subdivision (a) hereof.

(c) If two writers shall receive credit with respect to any material which is the basis for computation of unit credits pursuant to the provisions of subdivision (a) above, then each writer shall be credited with the number of units with which a single writer would have been credited with respect thereto, and if more than two writers shall prepare any such material then each such writer shall be credited with the number of units derived by dividing the total number of such writers into twice the number of units with which a single writer would have been credited with respect thereto.

(d) Notwithstanding any of the foregoing, if the writer shall write material which shall be produced as a pilot episode for a television series, he shall receive twice the

number of units of credit applicable to similar material written for a television program of equal length. Further, if the writer shall be employed to write, and in fact writes material (or sells or licenses such material) as a pilot episode for a television series, but such material is not produced, then such writer shall receive the same number of units of credit as if his material were produced as a television program (other than a pilot) of equal length.

B. Eligibility for Current Status in the Administrative Branches of this Guild.

1. Current Status in the Screen Writers Branch. Any writer shall be eligible for Current Status in the Screen Writers Branch who during the two-year period immediately preceding the date of his application for Current Status in such Branch shall have either:

(a) Received, with respect to motion pictures as to which the Screen Writers Branch has administrative authority as provided in Article 111 hereof produced in the United States or produced outside of the United States by a company which is within the jurisdiction of the Guild either (i) a single screen credit for writing a screenplay for a motion picture, (ii) two screen credits for unpublished stories for two feature length motion pictures, or (iii) screen credits for writing the screenplays for three short subjects or the unpublished stories for six short subjects.

(b) Been employed in the United States during such time as a writer for theatrical motion pictures for a period or aggregate of periods of eighteen weeks; or

(c) Prepared material as a writer of motion pictures for the United States Government or any branch or subdivision thereof or in the industrial or educational film fields in the United States, which in the opinion of the Executive Board of the Screen Writers Branch established such writer's qualifications as being equivalent to the qualifications specified in subdivisions (a) or (b) above.

(d) Prepared product material entitling him to eighteen units of credit for screen writing computed in accordance with the Schedule set forth in Section 2A (2) (a) above and subject to each of the limitations hereof.

2. Current Status in the Television-Radio Writers Branch. Any writer shall be eligible for Current Status in the Television-Radio Writers Branch who, during the two-year period immediately preceding the date of his application for Current Status in such Branch, shall have either:

(a) Been employed during such time in the United States as a writer on staff or week-to-week or term basis for radio or television programs over which the Television-Radio Writers Branch has administrative authority pursuant to the provisions of Article 111 hereof for a period or aggregate of periods of eighteen weeks, or

(b) Prepared produced material entitling him to eighteen units of credit for televisions or radio writing or a combination of the two computed in accordance with the Schedule as set forth in Section 2A (2) (a) above and subject to each of the limitations thereof.

If two writers shall receive credit with respect to any material which is the basis for computing their eligibility for Current Status in the Television-Radio Writers Branch, which computation is made pursuant to the provisions of Section 2.A(2)(a) above, then each writer shall be entited to credit for the same amount of material as provided for in said Section to which a single writer would have been entitled with respect thereto, and if more than two writers shall receive credit with respect to any such material, then each such writer shall be entitled to credit for material as provided in said Section, which shall be determined by dividing the total number of such writers into twice the amount of material credit to which a single writer would have been entitled.

The "programs" referred to shall be limited to those produced in the United States or, if outside the United States, by a company which is within the jurisdiction of the Guild and also, in the case of a television program, to those over which the Television-Radio Writers Branch has administrative authority as provided for in Article 111 hereof.

3. A writer shall be eligible for Current Status in each Administrative Branch of this Guild with respect to which

he shall satisfy the requirements of Section 2.B of this Article relating to Active Membership therein.

The words "story" and the words "teleplay" or "radioplay" shall be deemed to incude all literary material written for radio or television programs provided, however, that:

(i) In order for literary material which is not in the form of a complete dramatic story, teleplay or radioplay to be entitled to the unit credits hereinabove referred to, the use of such literary material must absorb not less than 50 percent of the running time of the program involved.

(ii) If the use of such material shall absorb less than 50 percent but more than 25 percent of the program running time then the unit credit to be given in connection with such material shall be 50 percent of the unit credit above provided with respect to the type of program for which the material is written.

(iii) If the use of such material shall absorb less than 25 percent of the program running time then the unit credit to be given in connection with such material shall be 25 percent of the unit credit above provided with respect to the type of material for which the program is written.

• • • •

• • • application for Withdrawn status. No member on Withdrawn status shall engage in any work within the jurisdiction of this Guild until he shall have been restored to Associate or Current status in the Guild as the facts may warrant.

4. Reinstatement to Current Status—Any Guild Member shall be reinstated in Current status both in the Guild and the appropriate Administrative branches thereof upon complying with one-half the minimum requirements hereinbefore specified for eligibility for such Current membership.

Section 6. **Voting and Other Rights of Members of the Guild and of the Administrative Branches.**

Except as otherwise provided for in this Constitution and By-Laws, members of this Guild shall have only such rights as are specifically provided for in this Section.

1. Associate Member—Associate members of the Guild and of the Administrative Branches thereof, shall have all the rights of Current members of the Guild and of Current members of the Administrative Branch of which they are Associate members, except the right to vote, the right to hold office and the right to membership on Guild or Branch committees: provided, further, that their right to receive all of the other benefits of Guild and Branch membership may be restricted or modified by an reasonable limitations imposed by circumstances or conditions beyond the control of the Guild, such as by way of example, but not limitation, any restrictions imposed in connection with a Federal Credit Union.

2. Current Members of the Guild—Current members of this Guild shall have the right to attend all membership meetings of the Guild, to vote on all matters presented thereat or to the Guild membership for vote by mail, to elect Guild officers, to receive Guild communications and to participate in all Guild activities including the holding of Guild office, and the appointment to membership on Guild committees, and to receive all of the benefits of Guild membership.

3. Current Members of the Administrative Branches—Current members of any Administrative Branch shall have the right to attend all membership meetings of such Branch and to vote on all matters presented thereat or to the membership of such Branch for a mail vote; to elect the members of the Council representing such Branch and thereby to designate the officers and members of the Board of such Branch, to be elected to the Council and to the Board of the Branch and to be appointed to Branch committees and otherwise to participate in all of the activities of the Branch.

4. Guild Members who have lost Current status—members of the Guild and of the Administrative Branches,

who have attained and subsequently lost Current status, shall have all of the rights of the Current members of the Guild and of Current members of the Administrative Branch of which they are members, except the right to vote, the right to hold office, and the right to membership on Guild or Branch committees, unless the Council of the Guild shall authorize such individual to serve on any specified committee of the Guild or its Administrative Branches; provided, however, that the right of such individuals to receive all of the other benefits of Guild and Branch membership may be restricted or modified by circumstances or conditions beyond the control of the Guild, such as by way of example, but not limitation, any restrictions imposed in connection with a Federal Credit Union.

5. Withdrawn Members—Members on Withdrawn status shall not be entitled to attend meetings, to vote, to sit on committees or be elected to office or to receive Guild communications but such members may enjoy such other benefits of membership which the Council may from time to time make available to them.

6. Members Suspended or Declared in Bad Standing—Any member suspended or declared to be in bad standing in accordance with the terms and provisions of this Constitution and By-Laws shall during such period of suspension or bad standing, be deprived of all the rights and privileges of membership, except that any such member shall not be deprived of any right to which such member would otherwise be entitled as against a producer or agent, by reason of any contract between the Guild and such producer or agent, or by reason of any minimum terms or standards maintained by the Guild affecting any such producer or agent, and further provided that the foregoing shall in no way preclude or inhibit the Guild from invoking any Guild Shop provision contained in any agreement it may have with any producer insofar as such Guild Shop provision may be applicable to any member in bad standing.

7. Any person whose membership in this Guild shall cease for any reason whatsoever shall have no right or interest in, or with respect to the property or funds of this Guild or of any Branch thereof.

Section 7. Resignation.

Only members who are in good standing and are not indebted to this Guild may tender their resignation from the Guild.

No member's resignation shall be effective unless the tender of resignation is in writing signed by the member and is accepted by the Council. The Council may, on tender of resignation, refuse to accept it and require the member either to continue his membership for a designated period not to exceed two years or to be expelled in bad standing. If, on the latter decision being made by the Council, the member chooses to remain in the Guild, his rights and privileges shall not be impaired by his tender of resignation.

Section 8. Membership Committee.

There shall be a combined Membership and Finance Committee, whose composition and tenure shall be as provided for in Section 4(c) of Subdivision B of Article VIII hereof. The Executive Director shall have the right to attend the meetings of such combined committee provided, however, that his presence shall not be a prerequisite to the holding of any meeting of the Committee.

GC-15A

June 12, 1975

CERTIFIED MAIL #70304
RETURN RECEIPT REQUESTED

Mr. Hugh Benson
10433 Wilshire Boulevard—Apt. 204
Los Angeles, California 90024

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Benson:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HUGH BENSON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 29th day of June, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) Having crossed the Guild's picket lines at Metro-Goldwyn-Mayer, Inc. on or about April 4, 1973, without having informed the Guild in advance of the nature of your business with Metro-Goldwyn-Mayer, Inc.; and (2) having, during the month of April 1973, and more specifically, on or about April 4, 1973, rendered services for Metro-Goldwyn-Mayer, Inc., against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have

the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

June 12, 1973

GC-15B

April 9, 1973

CERTIFIED MAIL #70507
RETURN RECEIPT REQUESTED

Mr. Jerome Bredouw
2100 Beachwood Drive #306
Holly[illegible]d, California 90063

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Bredouw:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,
JOHN A. MENDONSA

Resident Counsel

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JEROME BREDOUW

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 10th day of May, 1973, at 5:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> *Section 12*: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> *Section 13*: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Universal City Studios, Inc. on or about March 16, 1973 and thereafter, for the purpose of rendering services for Universal City Studios, Inc., which company was at that time on the Guild's Strike List.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-15D

July 27, 1973

CERTIFIED MAIL # 70541
RETURN RECEIPT REQUESTED

Mr. Robert Cinader
8937 Wonderland Park Ave.
Los Angeles, CA 90046

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Cinader:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ROBERT CINADER

NOTICE OF DISCIPLINARY HEARING AND CHARGES

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on charges made herein will take place on the 15th day of August, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973 as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of June 1973, without having informed the Guild in advance of the nature of your business with said company; and (2) having during the month of June 1973, rendered services for Universal City Studios, Inc., a company against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also

have the right to introduce evidence, present witnesses on your own behalf and cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

July 27, 1973

GC-15G

June 19, 1973

CERTIFIED MAIL #70306
RETURN RECEIPT REQUESTED

Mr. David Levinson
4200 Hayvenhurst Drive
Encino, California 91316

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Levinson:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID LEVINSON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 6th day of July, 1973, at 10:00 A.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, Inc., during the month of April 1973, more particularly on or about April 16 and April 30, 1973, without having informed the Guild in advance of the nature of your business with Universal City Studios, Inc.; having, during the months of April and May 1973, rendered services for Universal City Studios, Inc., against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses

on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

June 19, 1973

GC-15I

April 9, 1973

CERTIFIED MAIL #70493
RETURN RECEIPT REQUESTED

Mr. Albert S. Ruddy
615 North Dohsny Drive
Beverly Hills, California 90210

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Ruddy:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ALBERT S. RUDDY

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 3rd day of May, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Section 12 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which reads as follows:

> All members are prohibited from crossing a picket line which is established by the Guild at any entrances to the premises of a struck producer.

Specifically, you are charged with having crossed a Guild picket line at Paramount Pictures Corporation on or about March 14 and March 15, 1973.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-15J

April 10, 1973

CERTIFIED MAIL #70509
RETURN RECEIPT REQUESTED

Mr. Coles Trapnell
10577 Rochester Avenue
Los Angeles, California 90024

Re: NOTICE OF DISCIPLINARY HEARINGS AND CHARGES

Dear Mr. Trapnell:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,
JOHN A. MENDONSA
Resident Counsel

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.

vs.

COLES TRAPNELL

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 15th day of May, 1973, at 4:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> *Section 12*: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
> *Section 13*: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Universal City Studios, Inc. on or about

March 12 and April 2, 1973, for the purpose of rendering services for Universal City Studios, Inc., which company was at these times on the Guild's Strike List.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-15K

WRITERS GUILD OF AMERICA, WEST, INC.
[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

October 23, 1973

CERTIFIED MAIL #70809
RETURN RECEIPT REQUESTED

Mr. Herbert J. Wright
2068 Watsonia Terrace
Hollywood, California 90028

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Wright:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HERBERT J. WRIGHT

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 4th day of December, 1973, at 1:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12, and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having, during the months of March, April, May and June 1973, rendered services for Universal City Studios, a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on

your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 23, 1973

GC-15L

October 23, 1975

CERTIFIED MAIL #70810
RETURN RECEIPT REQUESTED

Mr. Stephen Heilpern
10945 Bluffside Drive—#136
Studio City, California 91604

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Heilpern:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

STEPHEN HEILPERN

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 4th day of December, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Strike dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for Universal City Studios, a company against whom the Guild was at such times on strike; and (3) refusing to perform picket duties during the strike after having been requested to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also

have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 23, 1973

GC-15M

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

October 18, 1973

CERTIFIED MAIL #70477
RETURN RECEIPT REQUESTED

Mr. James McAdams
4953 Bilmoor Avenue
Tarzana, California 91356

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. McAdams:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JAMES MCADAMS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 20th day of November, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violations of the Guild's Strike Orders, and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having, during the months of March, April, May and June 1973, rendered services for Universal City Studios, a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 18, 1973

GC-15N

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

October 17, 1973

CERTIFIED MAIL #70475
RETURN RECEIPT REQUESTED

Mr. Martin Ransohoff
9401 Wilshire Boulevard—1180
Beverly Hills, California 90212

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Ransohoff:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

MARTIN RANSOHOFF

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 19th day of November, 1973, at 2:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures, Inc. during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April May and June 1973, rendered services for Paramount Pictures, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Cur-

rent member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

GC-150

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

October 17, 1973

CERTIFIED MAIL #70795
RETURN RECEIPT REQUESTED

Mr. Andrew J. Fenady
126 North Rossmore Avenue
Los Angeles, California 90004

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Fenady:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ANDREW J. FENADY

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 15th day of November, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures, Inc. during the months of March, April, May and June 1973, without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April, May and June 1973, rendered services for Bing Crosby Productions, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your

own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

GC-15Q

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

October 17, 1973

CERTIFIED MAIL #70474
RETURN RECEIPT REQUESTED

Mr. Thomas L. Miller
2160 Century Park East
Los Angeles, California 90067

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Miller:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

THOMAS L. MILLER

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director, the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 19th day of November, 1973, at 1:00 P.M. at the offices of the Writers Guild of America, west, Inc. located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures, Inc. during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April, May and June 1973, rendered services for Paramount Pictures, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also

have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

GC-15R

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

CY CHERMAK,

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Aricle X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 2nd day of May, 1973, at 2:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.
Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a com-

pleted picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good ctanding of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-15S

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

April 9, 1973

CERTIFIED MAIL #70495
RETURN RECEIPT REQUESTED

Mr. Frank Paris
P.O. Box 2118 Toluca Lake
North Hollywood, California 91602

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES:

Dear Mr. Paris:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

FRANK PARIS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 1st day of May, 1973, at 4:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Section 28: The Guild shall have authority to assign and direct members in the performance of duties relating to the strike including, but not limited to, picket duty. Any member found guilty of refusal to perform picket duty shall be fined not less than $100 per day for each day of such refusal to perform.

Specifically, you are charged with having crossed a Guild picket line at Walt Disney Productions on or about March 6, 1973, for the purpose of rendering services for Walt Disney Productions which company was at that time on the Guild's Strike List.

You are further charged with having refused on or about February 22, 1973, to accept an assignment to picket.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC-15U

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD

LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

Cable: INTWRITER, LOS ANGELES

November 8, 1973

CERTIFIED MAIL #70829
RETURN RECEIPT REQUESTED

Mr. Jack Haley, Jr.
1443 Devlin Drive
Los Angeles, California 90069

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES:

Dear Mr. Haley:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JACK HALEY, JR.

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 18th day of December, 1973, at 2:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Metro-Goldwyn-Mayer Studios during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for Metro-Goldwyn-Mayer, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses

on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

November 8, 1973

GC-17E

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID LEVINSON

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Monday, July 16, 1973, at 10:15 A.M. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc. effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Curtis Kenyon
Arnold Peyser
George Seaton
Robert White

Milton Orman, Esq., represented the Guild on behalf of its Executive Director, Michael H. Franklin.

David Levinson was notified by Certified Mail on June 19, 1973, of the charges, time, date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild.

Mr. Levinson did not attend the hearing. He was represented by counsel, Robert A. Holtzman of the law firm of Loeb & Loeb, and Allen E. Susman of the law firm of Rosenfeld, Meyer & Susman.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X.B.1 of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Levinson violated the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973.

Specifically, Mr. Levinson was charged with: (1) Having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April 1973, and more particularly on or about April 16 and April 30, 1973, without having informed the Guild in advance of the nature of his business with Universal City Studios, Inc.; and (2) having during the months of April and May, 1973, rendered services for Universal City Studios, Inc. against whom the Guild was at such time on strike.

FINDING OF THE TRIAL COMMITTEE AND DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

1. Mr. Levinson, a member of the Guild, had been given full and timely notice both of the Rules for the Conduct of Members During a Strike and of the fact that the Guild was on strike against Universal City Studios, Inc., at the time of the alleged violations.
2. Mr. Levinson, nevertheless, crossed the Guild's picket lines at Universal City Studios, Inc. on April 16 and April 30, 1973 and did at that time render services to said company against whom the Guild was at such time on strike.
3. Mr. Levinson by such acts and conduct did violate the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike as alleged.

IT IS HEREBY ORDERED by the Board of Directors that David Levinson be suspended from membership in the Guild for a period of two (2) years commencing immediately and that he be fined the sum of $10,000.00 plus an amount equal to the costs of the hearing, said sums to be paid to the Guild no later than September 6, 1973.

Dated at Los Angeles, California this 31st day of August, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By /s/ John Furia, Jr.
JOHN FURIA, JR., President of the
WRITERS GUILD OF AMERICA, WEST, INC.

GC-17H

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID VICTOR

The Trial Committee of the Writers Guild of Ameriac, west, Inc. (herein called the Guild) convened on Tuesday, May 21, 1973 at 3:00 p.m. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Christopher Knopf, Chairman
Michael Blankfort
Emmet Lavery
Nate Monaster
James Poe

John A. Mendonsa, the Guild's Resident Counsel, represented the Guild on behalf of its Executive Director.

David Victor was notified by Certified Mail on April 14, 1973, of the charges, time, date and place of the hearing. He was advised that he had a right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild.

Mr. Victor did not attend the hearing. He was represented by counsel, Albert F. Smith, Robert A. Holtzman, David G. Miller and Saul N. Rittenberg of the law firm of Loeb and Loeb, and Albert E. Sussman of the law firm of Rosenfeld, Meyer and Sussman.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in

accordance with Article X.B.1 of the Guild's Constitution and By-Laws. Said charges allege that Mr. Victor was in violation of the Guild's Strike Order and Rules No. 1, 12 and 13 of the Rules For The Conduct of a Member During a Strike, dated February 20, 1973.

Specifically, Mr. Victor was charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

FINDING OF THE TRIAL COMMITTEE AND DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

1. Mr. Victor, a member of the Guild, had been given full and timely notice both of the Rules for the Conduct of Members During a Strike, and of the Guild's Strike Order.

2. Mr. Victor nevertheless crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, and did at that time render services to a company against whom the Guild was at such time on strike.

3. Mr. Victor by such acts and conduct did violate the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973.

IT IS HEREBY ORDERED by the Board of Directors that DAVID VICTOR be expelled from membership in the Guild, effective ninety (90) days after the termination of the Guild's strike with the Association of Motion Picture and Television Producers, Inc., and that he be fined the sum of $50,000.00, said sum to be paid to the Guild no later than August 1, 1973.

Dated at Los Angeles, California, the 25th day of June, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By /s/ John Furia, Jr.
JOHN FURIA, JR., President of the
WRITERS GUILD OF AMERICA, WEST, INC.

GC-17I

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ROBERT CINADER

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Wednesday, August 22, 1973, at 2:30 P.M. at the offices of the Guild in Los Angeles, California, to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Jack Ellinson
Sy Gomberg
Wendell Mayes
George Seaton

Milton Orman, Esq. represented the Guild on behalf of its Executive Director, Michael H. Franklin.

Robert Cinader was notified by Certified Mail on July 27, 1973, of the charges, time, date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild. Mr. Cinader appeared at the hearing and was represented by Robert A. Holzman of the law firm of Loeb & Loeb, and by Allen Susman of the law firm of Rosenfeld, Meyer & Susman.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X.B.1 of the Guild's Constitution

and By-Laws. Said charges alleged that Mr. Cinader was in violation of the Guild's Strike Order and Sections 1, 12, and 13 of the Rules for the Conduct of Members During A Strike, dated February 20, 1973, as amended May 1, 1973.

Specifically, Mr. Cinader was charged with: (1) Having crossed the Guild's picket line at Universal City Studios, Inc. during the month of June, 1973, without having informed the Guild in advance of the nature of his business with said company; and (2) having, during the month of June, 1973, rendered services for Universal City Studios, Inc., a company against whom the Guild was at such time on strike.

FINDING OF THE TRIAL COMMITTEE AND DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

> Robert Cinader as charged did cross the Guild's picket lines at Universal City Studios, Inc., in June of 1973 and did render services during the month of June, 1973, to Universal City Studios, Inc., a company against which the Guild was at such time on strike.

IT IS HEREBY ORDERED by the Board of Directors that Robert Cinader be suspended for a period of three (3) years effective immediately and fined the sum of $5,000.00 plus the costs of the hearing, said sums to be paid to the Guild no later than September 6, 1973.

Dated at Los Angeles, California, this 31st day of August 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By /s/ John Furia, Jr.
JOHN FURIA, JR., President of the
WRITERS GUILD OF AMERICA, WEST, INC.

GC-18

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

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Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

July 27, 1973

CERTIFIED MAIL #70540
RETURN RECEIPT REQUESTED

Mr. Barry Crane
11924 Riverside Drive
No. Hollywood, CA 91607

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Crane:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/jeh
Encl.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

BARRY CRANE

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 15th day of August, 1973, at 10:00 A.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973 as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures Corporation during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with Paramount Pictures Corporation; and (2) having during the months of March, April, May and June 1973, rendered services for Paramount Pictures Corporation, against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a Current member in good standing of the Guild. You also

have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

July 27, 1973

GC-19

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

BARRY CRANE

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Wednesday, August 15, 1973, at 10:00 A.M. at the offices of the Guild in Los Angeles, California, to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Robert A. White, Chairman
E. Jack Neuman
John Lee Mahin
Norman Panama
Arnold Peyser

Milton Orman, Esq. represented the Guild on behalf of its Executive Director.

Barry Crane was notified by Certified Mail on July 27, 1973, of the charges, time, date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild. Mr. Crane did not attend the hearing. He was represented by counsel, Robert A. Holtzman and David G. Miller, of the law firm of Loeb & Loeb.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in ac-

cordance with Article X.B.1 of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Crane was in violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973. Specifically, Mr. Crane was charged with: (1) Having crossed the Guild's picket lines at Paramount Pictures Corporation during the months of March, April, May and June, 1973, without having informed the Guild in advance of the nature of his business with Paramount Pictures Corporation; and (2) having, during the months of March, April, May and June, 1973, rendered services for Paramount Pictures Corporation against whom the Guild was at such time on strike.

FINDING OF THE TRIAL COMMITTEE AND DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit: Barry Crane is guilty of violating the Guild's Strike Orders and Sections 1, 12, and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1978, as charged.

IT IS HEREBY ORDERED by the Board of Directors that Barry Crane be expelled from membership in the Guild, effective immediately, and that he be fined the sum of $10,000.00 plus costs of the hearing, said sums to be paid to the Guild no later September 6, 1973.

Dated at Los Angeles, California, this 31st day of August, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By /s/ John Furia, Jr.
JOHN FURIA, JR., President of the
WRITERS GUILD OF AMERICA, WEST, INC.

GC-20

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.
Member of International Writers Guild
8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

November 8, 1973

CERTIFIED MAIL #70824
RETURN RECEIPT REQUESTED

Mr. Roger H. Lewis
555 South Burlingame Avenue
Los Angeles, California 90049

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Lewis:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel

JAM/blb
Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ROGER H. LEWIS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 18th day of December, 1973, at 12:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Metro-Goldwyn-Mayer Studios during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for Metro-Goldwyn-Mayer, Inc., a company against the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also

have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

/s/ John A. Mendonsa
JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

November 8, 1973

GC-23B

July 19, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *Jon Epstein*, purporting to expel me from membership in the Guild and to fine me in the sum of $2,000.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me

be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the Guild at which this appeal may be heard be called at an early date, in any event not later than four months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ Jon Epstein
JON EPSTEIN

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-23D

July 19, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *Herman Saunders*, purporting to expel me from membership in the Guild and to fine me in the sum of $100.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision

and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the Guild at which this appeal may be heard be called at an early date, in any event not later than four months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ Herman S. Saunders
HERMAN S. SAUNDERS

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-23E

July 19, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *David Victor*, purporting to expel me from membership in the Guild and to fine me in the sum of $50,000.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the

Guild at which this appeal may be heard be called at an early date, in any event not later than four months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ David Victor
DAVID VICTOR

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-23F

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *David Levinson*, purporting to suspend my membership in the Guild for a period of two years and to fine me in the sum of $10,000.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November, 1973 to hear appeals in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to suspend

and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ David Levinson
DAVID LEVINSON

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-23G

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *Robert Cinader*, purporting to suspend my membership in the Guild for a period of three years and to fine me in the sum of $5,000.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-8, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November, 1973 to hear appeals in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to suspend

and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ Robert Cinader
ROBERT CINADER

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-23H

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *Hugh Benson*, purporting to suspend my membership in the Guild for a period of two years and to fine me in the sum of $100.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November 1973, to hear appeals in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to suspend

and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ Hugh Benson
HUGH BENSON

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-23I

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of *Writers Guild of America, West, Inc.* v. *Barry Crane*, purporting to expel me from membership in the Guild and to fine me in the sum of $10,000.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November 1973, to hear appeals in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and

fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,

/s/ Barry Crane
BARRY CRANE

cc: Board of Directors
Writers Guild of America, West, Inc.

GC-26A

[SEAL]

TWENTIETH CENTURY-FOX FILM CORPORATION

November 13, 1973

MR. ANDY KAPLAN
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, CA 90067

RE: WGA Strike/Letters of Indemnification

Dear Andy:

Consistent with your inquiry, attached is a listing of those Hyphenates that were given letters of indemnification during the writers strike.

Should you require additional information, please do not hesitate to contact me.

Best regards,

/s/ D. E. S.
D. E. SLUSSER
Manager, Labor Relations

DES:rlg
Attachment
cc: D. E. Quigley

[SEAL]

TWENTIETH CENTURY-FOX FILM CORPORATION
P.O. Box 900, Beverly Hills, California 90213
Phone (213) 277-2211
Cable Address: Centfox, Los Angeles—Telex: 6-74875

March 8, 1973

Miss Wanda Whitman
10201 West Pico Boulevard
Los Angeles, California 90035

Dear Miss Whitman:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

We intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

We expect you to fulfill your contractual obligations to us as a supervisor and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part do so so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and which is legally sustained.

Very truly yours,

William J. Immerman
Vice President, Business Affairs

WJI:jhm

WRITERS GUILD INFORMATION

1) Mr. Robert Sherman
220 South Doheny Drive
Beverly Hills, CA 90211
Sent by Wm. Immerman

2) Mr. Robert Aldrich
10201 West Pico Blvd.
Los Angeles, CA 90035
Sent by Wm. Immerman

3) Mr. James Bridges
449 Skyewiay Road
Los Angeles, CA 90049
Sent by Wm. Immerman

4) Mr. Marvin Worth
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

5) Mr. Irwin Allen
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

6) Miss Wanda Whitman
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Wm. Immerman

7) Mr. Rob Cohen
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Wm. Immerman

8) Mr. Williams D'Angelo
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

9) Mr. Ernie Frankel
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

10) Mr. Anthony Wilson
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

11) Mr. Jon Kubichan
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

12) Mr. William Roberts
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

13) Mr. Stan Hough
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

14) Mr. Stuart Rosenberg
c/o William Morris Agency
151 El Camino Drive
Beverly Hills, CA 90212
Sent by Gordon Stulberg

15) Mr. Irving Ravetch
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg

PARAMOUNT PICTURES CORPORATION

EUGENE H. FRANK
Vice President and
West Coast Counsel

November 9, 1973

Andrew Kaplan, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Dear Mr. Kaplan:

You have advised me that you and Harry Keaton are handling, on behalf of AMPTP and its member companies, a number of disciplinary proceedings commenced by Writers Guild of America, West, against certain hyphenates, with reference to the WGA strike last spring, including proceedings brought against Martin Ransohoff, Albert S. Ruddy and Phil Kaufman.

In accordance with your request, I am enclosing copies of the telegrams sent by Paramount to certain persons and companies, including Messrs. Ransohoff, Ruddy and Kaufman.

Sincerely yours,

Eugene H. Frank

EHF:jm
c: A. N. Ryan
E. Tolkin
R. Schonland

NY: N. Flicker; W. Josiah, Jr.

Encl. to each

GL-26B

477

VIA TELEX

Fil

April 11, 1973

Please send the following wire to each of the following addressees indicating both addressees on each wire:

WALRUS AND ASSOCIATES, LTD.
C/O SCHIFF, HIRSCH, LEVINE
9777 WILSHIRE BOULEVARD, SUITE 800
BEVERLY HILLS, CALIFORNIA 90212

MR. PHIL KAUFMAN - white Storm
92A MALIBU COLONY
MALIBU, CALIFORNIA

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINAT THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

ALTHOUGH THE GUILD HAS CALLED A STRIKE, WE INTEND TO CONTINUI OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF PHIL KAUFMAN AS A DIRECTOR IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. KAUFMAN IS A MEMBE OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICE FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

NOTWITHSTANDING THE STRIKE, WHICH WE HOPE WILL BE SETTLED, WE EXPECT YOU AND MR. KAUFMAN TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. KAUFMAN AS THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WI YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. KAUFMAN FOR MEETING SUCH OBLIGATIONS TO HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOU COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRES

FT:vh

Legan - ltr

INTER-COMMUNICATION

TO: ART RYAN

DATE: March 5, 1973

FROM: EDITH TOLKIN

SUBJECT: WGA strike

Herewith for your files copies of the wires signed by you as Vice-President on behalf of Paramount Pictures Corporation which were sent out today to "hyphenates" with respect to their non-writing services on certain projects for Paramount.

I have indicated the project(s) in the upper left hand corner of the first page, but this does not appear in the wire as sent.

Edith Tolkin

ET:vb

Attach.

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland

NY: Norman Flicker
Walter Josiah

480

BEST COPY AVAILABLE

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees:

MR. PAUL MONASH
C/O ZIEGLER * ROSS, INC.
9255 SUNSET BOULEVARD
LOS ANGELES, CALIFORNIA 90069

MR. PAUL MONASH
C/O MITCHELL, SILBERBERG & KNU
1800 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067

DEAR MR. MONASH:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMEI WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERAT AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICA AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

IF YOU ARE A MEMBER OF THE WRITERS GUILD YOU MAY HAVE RECEIVE FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN YOUR CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH YOU ARE EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED YOU WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIK AND YOU RENDER SERVICES FOR US IN ANY CAPACITY OR YOU FAIL TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH YOUR SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL

AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLIST IS UNJUSTIFIABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AS A PRODUCER AND REPORT TO WORK NOTWITHSTANDI ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR COMPLYI WITH YOUR CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTANI THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGH AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE YOU FOR MEETING SUCH OBLIGATIONS TO US, YOU WILL BE PROVIDED WITH A DEFE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU, AND YOU WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGAL SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATIC

BY

A. N. RYAN, VICE-PRESII

ANR:bg

ET:vb

cc: BH: Lurene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all addressees in each wire:

TANAGRA PRODUCTIONS, INC.
C/O JESS S. MORGAN & COMPANY, INC.
6300 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90048
ATTENTION: MR. LEONARD FREEDMAN

TANAGRA PRODUCTIONS, INC.
C/O CREATIVE MANAGEMENT ASSOCIA
(CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF JEAN-CLA TRAMONT AS THE ASSOCIATE PRODUCER IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. TRAMONT IS A MEMBEI OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVIC FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. AN ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREA OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. TRAMONT TO FULFILL YOUR CONTRACTU OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. TRAMONT AS THE ASSOCIATE PRODUCER AND WILL CAU HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING W YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDE STAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGA RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PAR TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. TRAMONT FOR MEETING SUCH OBLIGATIONS TO HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHO COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FI WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATI

BY

A. M. RYAN, VICE-PRE

ET:vb

cc: Bill: Eugene Frank
Studio: Dick Schonland
NY: Norman Flicker

484

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

RASTAR PRODUCTIONS, INC.
C/O GERALD LIPSKY, ESQ.
190 NORTH CANON DRIVE
BEVERLY HILLS, CALIFORNIA

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF ARTHUR PENN AS THE DIRECTOR . IF MR. PENN IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTI TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACI IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENE ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. PENN TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. PENN AS THE DIRECTOR AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESOR TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOU OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERW DISCIPLINE MR. PENN FOR MEETING SUCH OBLIGATIONS TO US, H WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FIN WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

MILLER-MILKIS PRODUCTIONS, INC.
C/O KENNETH ZIFFREN, ESQ.
10889 WILSHIRE BOULEVARD
SUITE 1260
LOS ANGELES, CALIFORNIA 90025

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF THOMAS L. AND EDWARD M. MILKIS AS THE CO-PRODUCERS IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. MILLER OR MR. MILKIS IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICE FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MESSRS. MILLER AND MILKIS TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MESSRS. MILLER AND MILKIS AS THE PRODUCERS AND WILL CAUSE THEM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR THEIR COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR THEIR PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. MILLER AND/OR MR. MILKIS FOR MEETING SUCH OBLIGATIONS TO HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOU COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

FRANCIS FORD COPPOLA PRODUCTIONS, INC.
C/O CREATIVE MANAGEMENT ASSOCIATES (CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

FRANCIS FORD COPPOLA PRODUCTIONS, INC.
C/O ROSENFELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
ATTENTION: NORMAN GAREY, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF FRANCIS FORD COPPOLA AS THE DIRECTOR AND THE PRODUCER. IF MR. COPPOLA IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTI TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACI IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. COPPOLA TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. COPPOLA AS THE DIRECTOR AND THE PRODUCER AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESOR TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOU OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERW DISCIPLINE MR. COPPOLA FOR MEETING SUCH OBLIGATIONS TO US, HI WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FIN WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDI

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

FEATURE PROJECTS

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

MARTIN RANSOHOFF PRODUCTIONS, INC.
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF MARTIN RANSOHOFF AS THE PRODUCER IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. RANSOHOFF IS A MEMBE OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. RANSOHOFF TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. RANSOHOFF AS THE PRODUCER AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WIT YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. RANSOHOFF FOR MEETING SUCH OBLIGATIONS TO U HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESI

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

494

"THE POLICE C N TION"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees:

MR. HOWARD W. KOCH
C/O MILTON A. RUDIN, ESQ.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210

MR. HOWARD W. KOCH
PARAMOUNT PICTURES CORPORATION
5451 MARATHON STREET
HOLLYWOOD, CALIFORNIA 90038

DEAR MR. KOCH:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEME WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERAT AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICA AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

IF YOU ARE A MEMBER OF THE WRITERS GUILD YOU MAY HAVE RECEIVE FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN YOUR CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH YOU ARE EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED YOU WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE ANI YOU RENDER SERVICES FOR US IN ANY CAPACITY OR YOU FAIL TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH YOUR SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL

AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTI IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AS A PRODUCER AND AS A DIRECTOR AND REPORT TO WORK NOTWITHSTANDIN ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR COMPLYING WITH YOUR CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE YOU FOR MEETING SUCH OBLIGATIONS TO US, YOU WILL BE PROVIDED WITH A DEFENS TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU, AND YOU WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDEN

ANR by F

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker

"THE DICE MAN"

VIA TELEX March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

SACKVILLE PRODUCTIONS, LIMITED
C/O MICHAEL OLIVER, ESQ.
BERGER, OLIVER & COMPANY
40 PICCADILLY
LONDON W.1., ENGLAND

JOHN SCHLESINGER SERVICES, LTD.
IBEX HOUSE
MINORIES
LONDON, ENGLAND

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF JOHN SCHLESINGER AS THE DIRECTOR IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. SCHLESINGER IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICE FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. SCHLESINGER TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. SCHLESINGER AS THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WIT YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. SCHLESINGER FOR MEETING SUCH OBLIGATIONS TO U HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

RYAN, VICE PRESID

498

"HIT"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

FURIE-SENTINEL-HARKOR PRODUCTIONS,
A JOINT VENTURE
C/O ROSENFELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210

FURIE PRODUCTIONS, INC.
C/O CREATIVE MANAGEMENT ASSOCIATES
(CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

SENTINEL FILM CORPORATION
C/O CREATIVE MANAGEMENT ASSOCIATES
(CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

HARKOR, INC.
C/O MILLER & CO.
1256 WESTWOOD BOULEVARD
LOS ANGELES, CALIFORNIA 90024
ATTENTION: LOU LEVITAN

SENTINEL FILM CORPORATION
C/O ALAN R. TRUSTMAN
PARKMAN TAVERN
CONCORD, MASSACHUSETTS 91742

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE PRODUCING A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF SIDNEY FURIE AS THE DIRECTOR . IF MR. FURIE IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. FURIE TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL PRODUCE THE PICTURE AND FURNISH THE SERVICES OF MR. FURIE AS THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUS
THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESO
TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YO
OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHER
DISCIPLINE MR. FURIE FOR MEETING SUCH OBLIGATIONS TO US, I
WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT
COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FI
WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

AR by ET

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

"PAPER MOON'

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

PREMIER DIRECTORS COMPANY
C/O ROSENFELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
ATTN: NORMAN H. GAREY, ESQ.

PREMIER DIRECTORS COMPANY
C/O SCHWARTZMAN & GREENBERG
9777 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212
ATTN: JACK SCHWARTZMAN, ESQ.

PREMIER DIRECTORS COMPANY
C/O WILLIAM MORRIS AGENCY, INC.
151 EL CAMINO DRIVE
BEVERLY HILLS, CALIFORNIA 90212
ATTN: ROGER DAVIS, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE PRODUCING A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF PETER BOGDANOVICH AS THE PRODUCER THE DIRECTOR . IF MR. BOGDANOVICH IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTIN TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACIT IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. BOGDANOVICH TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL PRODUCE THE PICTURE AND FURNISH THE SERVICES OF MR. BOGDANOVICH AS THE PRODUCER AND THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDI ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWI DISCIPLINE MR. BOGDANOVICH FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

504

"THE CONVERSATION"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

PREMIER DIRECTORS COMPANY
C/O ROSENFELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
ATTN: NORMAN H. GAREY, ESQ.

PREMIER DIRECTORS COMPANY
C/O SCHWARTZMAN & GREENBERG
9777 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212
ATTN: JACK SCHWARTZMAN, ESQ.

PREMIER DIRECTORS COMPANY
C/O WILLIAM MORRIS AGENCY, INC.
151 EL CAMINO DRIVE
BEVERLY HILLS, CALIFORNIA 90212
ATTN: ROGER DAVIS, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINAT THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE PRODUCING A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF FRANCIS FORD COPPOLA AS THE PRODUCER AI THE DIRECTOR . IF MR. COPPOLA . IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTIN TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACIT IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. COPPOLA TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL PRODUCE THE PICTURE AND FURNISH THE SERVICES OF MR. COPPOLA AS THE PRODUCER AND THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDI ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWIS DISCIPLINE MR. COPPOLA FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDE

ET:vb

ank by Ef

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

ALBERT S. RUDDY PRODUCTIONS, INC.
C/O GANG, TYRE & BROWN
6400 SUNSET BOULEVARD
HOLLYWOOD, CALIFORNIA 90028

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF PICTURES FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF ALBERT S. RUDDY AS THE PRODUCER. IF MR. RUDDY IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTI TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACIT IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. RUDDY TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. RUDDY AS THE PRODUCER AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWIS DISCIPLINE MR. RUDDY FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDE

ANR:bwf

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

"A SEA CHA

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

HILLER PRODUCTIONS, INC.
C/O PAUL, WEISS, RIFKIND, WHARTON & GARRISON
345 PARK AVENUE
NEW YORK, NEW YORK
ATTENTION: ROBERT H. MONTGOMERY III, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF ARTHUR PENN AS THE DIRECTOR . IF MR. PENN IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. PENN TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. PENN AS THE DIRECTOR AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESOR TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOU OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERW DISCIPLINE MR. PENN FOR MEETING SUCH OBLIGATIONS TO US, H WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FIN WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

ANR by E

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

514

GC-26C

COLUMBIA PICTURES
COLGEMS SQUARE
Burbank, California 91505

November 9, 1973

Andy Kaplan, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Re: WRITERS GUILD

Dear Andy:

As I informed you in our telephone conversation the Columbia Pictures Division of Columbia Pictures Industries, Inc. did not send any letters to hyphenates either prior to or during the writers strike, since as far as it should be determined, there were no members of the writers guild employed by Columbia in capacities other than that of writers.

Screen gems sent letters, in the forms previously sent to you, to the following people and on the following dates:

Harry Ackerman	3/5	
William S. Bickley	3/5	
Henry Colman	3/5	
Gordon Farr	3/5	
Seymour Friedman	3/5	
Arnold Kane	3/5	
Sidney Kalcheim	3/5	
Tom Gries	3/13	
William Asher	4/17	(letter went to his lending company-Ashmont Productions, Inc.)
Bruce Johnson	5/30	
Duke Vincent	5/30	
W. L. Baumes	5/30	

If you need any additional information, or copies of each letter, please let me know.

Kindest regards.

Yours truly,

/s/ Steve
STEVEN E. FAYNE

SEF/rm

COLUMBIA PICTURES
COLGEMS SQUARE
Burbank, California 91505

November 8, 1973

Andy Kaplan, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Re: WRITERS GUILD

Dear Andy:

Enclosed are samples of the letters which weren sent to hyphenates prior to and during the course of the writers strike. I hope this is the material that you needed. If you need a complete list of the people who received such letters, please let me know immediately as that might take considerable digging.

Kindest regards.

Yours truly,

/s/ Steve
STEVEN E. FAYNE

SEF/rm
Enclosures

SCREEN GEMS

Colgems Square, Burbank, California 91505
(213) 843-6000

May 30, 1973

Mr. Duke Vincent
Colgems Square
Burbank, California 91505

Dear Mr. Vincent:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild elected to terminate the Agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and to the member companies of the Association of Motion Picture and Television Producers.

Notwithstanding the Guild's decision to call a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild, you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and black-listing in the event you render services for us in any capacity or fail to report for picket duty during the strike. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful, and the Guild's threat of fines, censure, expulsion and black-listing is unenforceable.

In 1970, the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

We expect you to fulfill your contractual obligations to us as a Producer and report to work notwithstanding

any picket lines or other attempt to interfere with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

SCREEN GEMS, a Division of
Columbia Pictures Industries, Inc.

By _____
RAYMOND KURTZMAN
Vice President
Studio Business Affairs

GC-26D

WARNER BROS. INC.
4000 Warner Blvd., Burbank, California 91505
(213) 843-6000
CABLE ADDRESS: WARBROS

November 15, 1973

Mr. Andrew Kaplan
Mitchell, Silberberg and Knupp
1800 Century Park East
Los Angeles, California 90067

Dear Andy:

In response to your request, listed below are the persons who were sent copies of the letter previously forwarded to you:

Harry Keller	Gene Sacks	Paul Mazursky
Stanley Kubrick	Dean Jackson	Michael Wayne
Robert Fryer	Michael Hamilberg	Paul Bogart
Floyd Mutrux	Anthony Harvey	Fred Coe
Sidney Beckerman	Paul Schrader	John J. Furia, Jr.
William Tennant	John Huston	E. J. Neumann
Mel Brooks	Stan Kanter	Garry Marshall
Harvey Matofsky	Marty Elfand	Gene Roddenberry
Fred Weintraub	Michael Crichton	Sam Rolfe
Carl Milliken	John Strong	A. J. Carruthers
Michael Hertzberg	James Schneider	Jack Starrett
Richard Rush	Duke Vincent	William Hendricks
Neill Simon	Anthony Spinner	Herb Ross
Howard Krietsek	Bruce Johnson	James Cresson
William Friedkin	Gerald Schatzberg	Michael Hoye
Robert Clouse	Leonard Schrader	
Jan Troell	Charles Eastman	

Very truly yours,

s/ Arthur Schaefer
ARTHUR SCHAEFER
Director of Industrial Relations

AS:grm

GC-26D

WARNER BROS. INC.

4000 Warner Blvd., Burbank, California 91505
(213) 843-6000

CABLE ADDRESS: WARBROS

March 5, 1973

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations

as a producer, director or supervisor as the case may be, and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

WARNER BROS. INC.
By /s/ [Illegible]
Assistant Secretary

GC-26E

METRO-GOLDWYN-MAYER INC.

10202 West Washington Blvd.
Culver City, California 90230
(213) 836-3000

BENJAMIN B. KAHANE
Director of Industrial Relations

November 9, 1973

Mr. Andy Kaplan
Mitchell, Silverberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Dear Mr. Kaplan:

We are enclosing a copy of a letter transmitted to the below listed individuals March 5, 1973 setting forth the position of this company with respect to the rights and obligations of such individuals in the event of a strike by the Writers Guild of America.

Reza Badiyi
Allan G. Balter
Hugh Benson
John D. F. Black
James Boyle
Don Brinkley
C. G. Carroll, III
Michael Crichton
Mel Epstein
Norman Felton
Bud Freeman
Joseph Gantman
Frank Glicksman
Jack Haley, Jr.
David Karp
Roger Lewis
Burt Nodella
Bruce Paltrow
Gordon Parks
Sam Peckinpah
Joyce Selznick
Jack Sher
Peter Stone
Russell Thacher
Al C. Ward
William R. Woodfield

Sincerely,

/s/ Ben B. Kahane
BENJAMINE B. KAHANE

BBK:tw
Attachment

[SEAL]
MGM

METRO-GOLDWYN-MAYER INC.

10202 West Washington Blvd.
Culver City, California 90230
(213) 836-3000

March 5, 1973

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply Theatrical and Television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render service for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to us

as a producer director supervisor and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

METRO-GOLDWYN-MAYER INC.

By _____
Vice President

FER/BP:lcd

[SEAL]

MGM MEMORANDUM

FROM: Bradner Petersen

TO: Ben Kahane

DATE: 3/6/73

SUBJECT: NOTICES TO WGA HYPHENATE MEMBERS

Enclosed is a list of WGA hyphenate members to whom notices were sent 3/5/73 advising them that they should report to render their services as a director, producer or supervisor and that they would be indemnified against fines by the Guild for rendering services or refusing to cross picket lines. Also enclosed is a copy of the letter for your information.

If there are other persons we have overlooked, it would still be appropriate to send out a similar form of letter.
/s/ BP

BP:lcd

Enclosures

cc: Messrs. Frank Rosenfelt (w/enclosures)
Frank Davis " "
Lindsley Parsons, Jr. " "
Harris Katleman " "
C. Wheeler Coberly " "
Dale Hutchinson " "

GC-26F

[LOGO]

WALT DISNEY PRODUCTIONS

500 So. Buena Vista St., Burbank, California 91505
Cable Address: Disney

March 5, 1973

Mr. Roy E. Disney
10010 Toluca Lake Avenue
North Hollywood, California 91602

Dear Mr. Disney:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to us as a Producer and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustainable.

Very truly yours,

WALT DISNEY PRODUCTIONS
By /s/ W. A. Anderson

WALT DISNEY PRODUCTIONS CELEBRATES 50 HAPPY YEARS OF FAMILY ENTERTAINMENT

November 9, 1973

Mr. Andrew Kaplan
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California

Dear Andy:

Pursuant to your request, the following Disney hyphenates received letters instructing them to report to work in non-writing capacities in the event of a Writers strike:

James Algar
William Bruckner
Larry Clemmons
Roy E. Disney
Gabe Essoe
Winston Hibler
Ward Kimball
Thomas Leetch
Bob Metzler
Frank Paris
Robert Stephenson
William Walsh

Sincerely,

/s/ Edward P. Prelock
EDWARD P. PRELOCK
Manager, Labor Relations

EPP:ps

GC-27

March 5, 1973

Mr. Andrew J. Fenady
Bing Crosby Productions, Inc.
780 North Coner Street
Hollywood, California 90038

Dear Mr. Fenady:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to

us as a producer and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attemp to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

J. R. Rodgers

JRR/jj
cc: Charles A. Pratt
Robert Broder

GC-28

CBS MEMORANDUM

FROM: Robert D. Wood

TO: CTN-HOLLYWOOD SUPERVISORY PERSONNEL

DATE: March 28, 1973

Re: *Writers Guild Negotiations*

As you probably know, CBS has been engaged for several weeks in collective bargaining negotiations with the Writers Guild of America in an effort to arrive at a new film agreement. We earnestly hope that we can arrive at a fair settlement. However, the Guild once again is making improper demands to expand their jurisdiction to cover the employment of producers, associate and assistant producers, and other executives and supervisory employees under these agreements.

I am most concerned about other courses of action recently taken by the Guild. The Guild has threatened that if you are a member of the Guild, whether active or inactive, associated, withdrawn or suspended, whether or not in good standing, in the event a strike is called by the Guild and a picket line established and you cross such picket line to render your supervisory services for CBS, the Guild will fine you and have you blacklisted. It is the opinion of our counsel that the imposition of such fines would constitute a violation of the National Labor Relations Act and would be unenforceable, and that such threats of blacklisting are unlawful and such blacklisting would be unenforceable.

In 1970 we filed charges with the National Labor Relations Board concerning similar Guild threats. At that time the Regional Director of the Board advised us and the Guild that such threatened action was illegal. We are prepared to again file charges if the need arises.

In the event of a strike and/or the establishment of any picket line, we will expect you to continue to perform

as a member of our management team and continue to report for work. If you are a member of the Writers Guild, such membership will not relieve you of your supervisory obligations to us but should the Guild attempt to fine you for performing your supervisory obligations to us and institute proceedings to impose such fines, CBS will provide you with defense to any such proceedings at our cost and will indemnify you against any such fines imposed in such proceedings.

You realize that CBS must and will preserve all of its legal rights and remedies if you are in breach of contract or otherwise fail to render your services as a supervisor.

We undertake this course of action with regret, but we simply must fulfill our contractual and moral obligations.

R.D.W.

LOS ANGELES TIMES
June 27, 1973
Part I, p. 3

Writers Guild Fines, Expels 5 Who Crossed Picket Lines

BY JOHN DREYFUSS
Times Staff Writer

Five members of the Writers Guild who crossed picket lines during a recent strike have been expelled from the union and fined a total of $127,100, guild spokesmen said Tuesday.

All five said they are producers and crossed the lines in order to do production work. They said they did no writing during the 16-week strike that ended Sunday.

"This is a jurisdictional dispute," said Jon Epstein, producer of Owen Marshall, who was fined $2,000. "The guild feels it represents any member no matter what he is doing."

The five producers said their studios had told them to continue production work, and had promised to fight any guild fines in court and to make restitution if the fines were upheld.

The National Labor Relations Board is currently reviewing the question of whether the Writers Guild can legally prevent its members from crossing picket lines if those members also belong to another union.

All five expelled guild members are also in the Assn. of Motion Pictures and Television Producers.

Besides Epstein, those expelled and fined were:

—David Victor, executive producer of Griff, Marcus Welby, M.D. and Owen Marshall. He was fined $50,000.

—John Mantley, executive producer of Gunsmoke, was fined $50,000.

—Robert Blees, executive story consultant on Barnaby Jones, was fined $25,000. Blees said his title included the duties of associate producer.

—Herman Saunders, executive producer of Adam 12, was fined $100.

The fines were based on the length of guild membership, amount of writing accomplished, income, and "various other factors," a guild spokesman said.

He said that if any of the five who

Please Turn to Page 13, Col. 1

GUILD

Continued from Third Page

were fined refused to pay, the guild would go to court in an effort to get the money.

Epstein said that "many, many more" producers who are guild members crossed picket lines than those who were fined. He estimated the number at between 30 and 70.

More fines and expulsions of writer-producers are expected, but the number is not expected to approach 30.

The guild's trial committee found the five producers guilty of union infraction. The organization's board of directors affirmed the findings and voted to levy the fines.

BEST COPY AVAILABLE

G. C. Exhibit 31

DAILY VARIETY
June 27, 1973
Page 1

WGA FINES, OUSTS 5 HYPHENATES

50G Slapped On Mantley, Victor; 25G Fer Blees; Some Say They Won't Pay

By DAVE KAUFMAN

Writers Guild of America has taken drastic action against five hyphenates accused of violating strike rules, imposing fines ranging from $100 to $50,000 on the members so charged, and expelling all of them. There are other cases before the Guild, which were not mentioned, and WGA said verdicts on those aren't all in yet. Board has affirmed findings on the five by the trial committee and voted penalties.

The strike ended Sunday when writers voted ratification of four-year contract with Association of Motion Picture & TV Producers.

All of the hyphenates disciplined said WGA hadn't told them of the actions, that the first they knew about it was when contacted for comment by Daily Variety. Some pointed out WGA West prez John Furia Jr. Sunday had told membership names and fines would be released only after individuals involved were told about it first.

Top Penalties

Severest penalties were slapped against John Mantley, exec producer of "Gunsmoke" on CBS-TV, and David Victor, exec producer of "Marcus Welby, M.D." and "Owen Marshall," both on ABC-TV. Each

(Continued on Page 6, Column 1)

G.C. Exhibit 32

WGA FINES, OUSTS 5 HYPHENATES; SOME SAY THEY WON'T PAY UP

(Continued from Page 1, Column 5)

man was fined $50,000. Mantley declined immediate comment.

Victor said, "I'm upset, but I'm not surprised. I did cross the picket lines. I am an officer of a sister guild (I was just reelected treasurer of Producers Guild of America), and I was performing services as a producer. This is a jurisdictional fight which shouldn't be settled by bad words and disciplinary hearings of this sort, but should be settled once and for all in court. I personally don't expect to pay the fine. I always felt the studio would. Universal had said it would indemnify."

Robert Blees was fined $25,000; Jon Epstein, $2,000; and Herman Saunders, $100. Acquitted was Gene Stephen Taft, a recording exec, and one other the Guild did not identify, but reportedly a trailer department employe at MCA.

Some Not Mentioned

Not named in the release were other hyphenates such as Jack Webb, Cy Chermak, Michael Crichton and Peter Bogdanovich, all previously mentioned as being before the Guild disciplinary committee.

Mantley was charged with having crossed the picket lines at Studio Center in April to work for CBS, a struck company. He did not attend the hearing, was repped by counsel. He and others involved are ordered to pay fines by Aug. 1.

Victor was charged with having crossed picket lines in April for purpose of working for Universal, a then-struck company. He also didn't attend the hearing, was repped by counsel.

Epstein was charged with having crossed U picket lines in April to work for the then-struck company. He also didn't attend meeting at which his case was aired, was repped by counsel.

Epstein 'Not Surprised'

Epstein commented, "I'm not surprised. After all, the hearing was held with the judges the accusers. In the Guild's April statement it said I was guilty. It is absolutely correct, so I am not surprised at its position, it is obvious. But I did not render services as a writer, and this is the key to the whole thing. We are being discriminated against, and I find it ridiculous.

"If I wrote 10 years ago and worked as a waiter at Universal, I would be subject to exactly the same disciplinary measures. I don't know if I will pay the fine. In my opinion, the studio will be studying the matter, since we are indemnified. They could bring me into court if they want to, but I feel this is discriminatory since scores of hyphenates crossed the picket lines."

Blees was charged with crossing a Guild picket line March 6—the day the strike began—to work for QM Prods., at that time on the struck list. He didn't attend the hearing, was repped by counsel. At the time of the alleged violation, he was story ed on QM's "Barnaby Jones." Blees declined to comment until officially notified by WGA.

Saunders, exec producer of "Adam-12," was accused of having crossed U picket lines in April to work for a then-struck company, and he, too, was repped by counsel in his absence at the hearings. He had no comment yesterday.

WGA said all members found guilty may appeal the disciplinary action to the membership of the Guild at its next annual meeting in May. Notice of appeal must be filed with the Guild within 30 days. Pending the appeal the member involved has none of the rights and privileges of membership.

THE HOLLYWOOD REPORTER
June 27, 1973
Page 1

WGA OUSTS FIVE; FINES MOUNT UP TO $127,000

By Will Tusher

Five hyphenate members of the Writers Guild of America, West, were fined and expelled from the union yesterday for violation of strike rules. The announcement came as a post-strike bombshell and dashed hopes that had arisen in some quarters that the WGA would mete out amnesty instead of punishment.

Two men, John Mantley, executive producer of CBS' "Gunsmoke," and David Victor, executive producer of three Universal shows — "Grill," "Marcus Welby, M.D." and "Owen Marshall" — were fined $50,000 each plus hearing costs.

Robert Blees, story editor of Quinn Martin Productions' "Barnaby Jones," was fined $25,000 plus hearing costs. Jon Epstein, producer of "Owen Marshall," was fined $2,000 and costs. Herman Saunders, executive producer of "Adam-12" at Universal," was fined the smallest sum, $100 and costs.

All expulsions but Victor's are effective immediately. Victor's becomes effective 90 days after strike termination. All fines are payable no later than Aug. 1. All were found guilty of crossing WGA picket lines during the strike. The verdicts were rendered by the guild trial committee and affirmed by the WGA board which levied the penalties. They were given 30 days to appeal. Appeal is permissible also at the next annual meeting in May.

Mantley and Saunders declined immediate comment, although Saunders said the verdict was no surprise. Most bitter reaction came from Epstein, who predicted the fines and expulsions would be reversed in the Association of Motion Picture and Television Producers complain' awaiting a ruling by the regional National Labor Relations Board. The guild is on record stating that if the NLRB finds against it, an appeal will be carried to the U.S. Supreme Court if necessary.

Epstein scored the WGA for refusing to consider extenuating circumstances.

(Continued on Page 13)

WGA Expels Five Hyphenates —

(Continued from Page 1)

He said the issue was one of jurisdiction, not of strike breaking, and he noted sardonically that the WGA had failed to move against hyphenate film editors and directors who also had crossed writer picket lines.

"I believe they have no right to discipline me in another job," he declared. "I was not here crossing a picket line as a writer. I did not write. I did not scab their strike. I would not scab their strike."

He noted that Universal had promised to indemnify hyphenates who reported to work, and said he assumed the fine, if upheld, would be paid by the studio. He took the view that an appeal would be pointless.

"At the moment," Epstein observed wryly, "I see the directors among the missing. I'm not looking to make a problem for other people if the Writers Guild chooses to use us as examples, not discipline the director hyphenates. That, I suppose, is their business. But it is a fact that all the same charges were leveled at all the directors, and I'm perfectly convinced it's within the directors' rights to direct, just as it was within my rights to come to work and dub my pilot, and do everything else I've done in a non-writing capacity."

A WGA spokesman, meanwhile, scoffed at reports that some dissident guild members were threatening to form of a rival writers' union.

"I don't think there's any possibility of forming a new union if for no other reason than that would be dual unionism," he said. "There's a clearcut situation here where the only way the guild can be challenged is within the union."

The same guild representative, a top WGA official, had a dubious response to the declaration by the new Writer Producer Caucus, of which Mantley is a founder, that it intends to resist the locked-in minority status of producer hyphenates.

"I think within the guild there are all kinds of disparate groups representing different phases of work," the WGA spokesman asserted, "and I think the union is meant to be a combination of separate strengths. If you divide those strengths you weaken each one individually."

A spokesman for Loeb and Loeb, law firm representing the AMPTP in the NLRB complaint, said the guild action was consistent with the strike settlement, but pointed out that the producers association also has reserved the right to continue with the unfair labor practice charges, which have not been dismissed.

While Epstein admitted that he crossed a picket line at a struck company, the AMPTP attorney maintained there was not a general concession that all accused hyphenates had done the same.

"There was a factual question in some of those cases," he said.

Victor, too, conceded crossing the picket line, but held the issue really was a jurisdictional one, inasmuch as he said he performed producing duties only. He stated the jurisdictional question was compounded in his case since he also is treasurer of the Producers Guild. Like Epstein, he noted that the studio had agreed to indemnify him in event of such disciplinary measures by the guild.

"The next step," he said, "is theirs."

None of the five expelled guild members attended the trial hearings, but all were represented by counsel.

G.C. Exhibit 33

THE Hollywood REPORTER

Vol. CCXXVI, No. 16 Hollywood, California, Thursday, May 10, 1973 Price 15

WGA REPEALS BLACKLIST RULE AS BOTH SIDES INSIST STRIKE ACCORD MOMENTUM NOT LOST

By Will Tusher

In what is seen in part as an effort to blunt pending National Labor Relations Board charges by the Association of Motion Picture and Television Producers, strike rule 30—the so-called blacklist rule—has been repealed by the board of directors of Writers Guild of America, West.

Another hopeful strike development came yesterday as spokesmen for the WGA and the AMPTP found a new area of agreement in separate statements calling for an end to speculation on how long it will take to finalize an accord. Both reaffirmed belief that the negotiations have decided an conclusive stage.

The decision to rescind strike rule 30—taken by the board April 30—was revealed yesterday in a letter by WGA president Ranald MacDougall to the membership. Under the abrogated rule, members were forbidden to work with anyone suspended or disciplined for violation of strike rules.

New charges — or amendments to previous complaints — are known to have been prepared by the AMPTP as an aftermath of an earlier guild statement (Hollywood Reporter 4/16/73) announcing trial dates for eight hyphenates accused of crossing picket lines.

"Those convicted," the WGA then declared, "will appear on a 'roll of dishonor' and be listed in guild publications in perpetuity so that guild members for years to come will never forget. A guild spokesman characterized those members guilty of scabbing as 'pariahs who have betrayed their colleagues.'"

A guild official who participated in the board revocation of rule 30 said yesterday he was not certain whether plans for the roll of dishonor would be abandoned in view of the action to avoid the appearance of blacklisting.

"What it does affect," he noted, "is the rule itself which would make it mandatory, and that, of course, was what the letter (MacDougall's) was about."

Meanwhile, a report of massive strike-related layoffs at Universal, with the casting department assertedly hardest hit, met with terse denial from Sid Sheinberg, president of Universal Television. He said any dismissals at the studio would be "seasonal in nature" because of shows which would be normally out of production at this time of the year. He indicated that even those job casualties would be back at work in a month or so when "a number of shows" are targeted to go back into production. He insisted no permanent employees have been laid off because of the writers' strike.

"Not only is that not true," Sheinberg declared. "We haven't laid off,

(Continued on Page 13)

RESPONDENT'S EXHIBIT No. 11

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WGA Repeals Blacklist Rule —

(Continued from Page 1)

to the best of my knowledge—and bear in mind I could be in error—a secretary of a hyphenate or writer who is not at work."

A call by a WGA spokesman for a moratorium on second guessing the negotiations was matched with an echoing observation by Sheinberg.

"There are people working very hary to bring this to a conclusion," he state, "and I think we're in a phase right now where the less that people say and the more they try to get done, the better off we're all going to be."

A high WGA official who himself has voiced and reaffirmed optimism, albeit open ended, yesterday persisted in his assertion that nothing has occurred either over the weekend or in recent days to diminish prospects of an early, if not time pinpointed settlement.

"I think all this speculation about (negotiations being) promising or unpromising within a certain period of time doesn't make a hell of a lot of sense," he declared. "I said . . . the other day what I feel, and I continue to feel it—that I think it's optimistic. I think that when two sides are talking—and they are talking about the issues—that that's an optimistic sign. When it's pessimistic is when you're not talking, or when you're not discussing the issues."

MacDougall, in his letter on revocation of rule 30, stressed that the move did not represent a softening of guild determination to discipline members who fail to discharge strike obligations. He pledged that strike violators would be prosecuted "as vigorously as the law and good union principles permit."

"Because the old rule could be misconstrued to mean that the guild was maintaining an improper sanction, a matter of anathema to this guild," he declared, "the board . . . rescinded old rule 30. . . . This action was taken voluntarily, in the belief that disciplinary measures remain available to the membership, and trial committees."

He listed those as fines, expulsion and "other sanctions."

However, MacDougall expressed "the conviction that even in pursuit of strike discipline, members of this guild do not wish to be part of an action which carries the odious implications of a 'blacklist.'"

The new rule 30 empowers the board to delegate enforcement of the 29 standing strike rules to such committees as it may wish.

Intensive offshoot meetings — described as "sideborring" — continued yesterday between the WGA and the AMPTP. The WGA spokesman insisted there was no suspension or breakdown of talks Monday, as reported elsewhere. Discussions have been sustained without a day's respite since their resumption Tuesday, May 1, he said.

As discussions with AMPTP went on, the WGA signed 11 more companies to its independent agreement, bringing the steadily soaring total to 126. One of the signatories, Sheldon Leonard Productions, is the eighth AMPTP member to break ranks.

Latest companies to come aboard are two more Sheldon Leonard firms, Sheldon Leonard Enterprises and Franshell Productions; Jerome Hellman Productions and Locust Productions, both owned by Hellman; Viacom's VSC Enterprises, headed by Willard Black and Richard S. Reisberg; Albert Band and Associates; Joel Freeman Productions; Charles E. Sellier Jr.'s Cava Films; Andrew L. Stone Inc.; and Certified Equities Productions, headed by Victor Meschure. **—Will Tusher**

October 26, 1973

REMINDER OF SPECIAL MEMBERSHIP MEETING

DATE: Monday, November 12, 1973

PLACE: BEVERLY HILTON HOTEL (Grand Ballroom)

TIME: 8:00 p.m.

AGENDA: Disciplinary Matters - Appeals to the Membership

The appeals of the following members in the order listed will be heard.

MEMBER	RULE(S) FOUND VIOLATED	DISCIPLINE IMPOSED
Robert Blees	Strike Rules 12 & 13	Expelled and fined $25,000 plus the costs of the hearing.
Jon Epstein	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined $2,000 plus the costs of the hearing.
John Mantley	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined $50,000 plus the costs of the hearing.
Herman Saunders	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined $100 plus the costs of the hearing.
David Victor	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined $50,000.
Hugh Benson	Strike Rule 12.	Suspended for a period of 2 years and fined $100 plus the costs of the hearing.
Robert Cinader	Strike Order and Strike Rules 1, 12 & 13	Suspended for a period of 3 years and fined $5,000 plus the costs of the hearing.
Barry Crane	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined $10,000 plus the costs of the hearing.
David Levinson	Strike Order and Strike Rules 1, 12 & 13	Suspended for a period of 2 years and fined $10,000 plus the costs of the hearing.
Cy Chermak	Strike Order and Strike Rules 1, 12 & 13	Suspended for a period of 2 years and fined $7,500 plus the costs of the hearing.

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Resp. Exhibit 12

October 26, 1973

FORMS OF DISCIPLINE

THEIR LIMITS AND EFFECTS

Article X of the Guild's Constitution and By-Laws provides:

> Any member of the Guild who shall be found guilty, after a hearing conducted in accordance with the procedures herein prescribed...may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign or in lieu thereof, or in addition thereto, he may be censured, fined or otherwise disciplined. (Emphasis added.)

A brief explanation of these terms is as follows:

EXPULSION. Expulsion is generally considered the severest form of union discipline. It strips the individual, for an indefinite period of time, of all rights enjoyed exclusively as a member of the Guild. An individual who has been expelled from membership in the Guild would not have the right to vote on any Guild matters, attend membership meetings, receive Guild mailings, participate on Guild committees, hold or run for office in the Guild, or participate in the Credit Union (unless he is already a member in which case membership in the Credit Union will continue to be extended to him). There is obviously a stigma attached to expulsion which might cause individual members of the Guild to refrain from working with such a person. The Guild itself cannot order its members to refrain from working with an individual merely because he has been expelled. Moreover, the Guild cannot prevent an expelled individual from working in any capacity, including that of a writer. Although the Guild has in its collective bargaining agreements what is generally called a "union security clause" which requires union membership after a period of 30 days, the federal law prohibits a union to cause or attempt to cause an employer to terminate an employee for any reason other than his failure to tender periodic dues and initiation fees. Thus an expelled individual may continue to work as a writer, even for signatory companies. He will not pay dues to the Guild or necessarily comply with its rules or regulations. His employment must be at least at the minimums set forth in the collective bargaining agreement, as he is entitled to benefits and protections of the collective bargaining agreements, i. e., minimums, residuals, credits, pension, health and welfare, and grievance and arbitration.

If the expelled individual desired to regain membership in the Guild he would have to reapply and such application could be accepted or rejected by the Board of Directors.

SUSPENSION. Suspension is generally considered a less severe form of union discipline. It has the same effects as expulsion, explained above, except that it

(see over)

is for a definite period of time, i.e., 6 months, 1 year, 2 years, etc. Once the period of time has lapsed the individual may remain a non-member of the Guild without the obligation to pay dues or to comply with the Guild's rules and regulations as long as he does not perform work within the Guild's jurisdiction. However, as soon as he resumes writing for a signatory company he must comply with the "union shop" provisions ("union security clause") of the collective bargaining agreement and rejoin the Guild. If he fails to tender his dues the Guild may require the employer to terminate the individual (at least with respect to his writing services).

FINES. Fine is a recognized form of union discipline although there are sometimes certain problems associated with it, particularly in their collection. Fines levied by a union may be legally enforceable in a court of law provided the individual has been accorded a fair and impartial hearing and has not otherwise been denied due process of law. Their collection can be a costly and lengthy process. Courts sometimes prefer expulsion or suspension as a method of union discipline.

A major question considered by the courts is the reasonableness of the fine. The law is not definite as to what constitutes a reasonable fine, the National Labor Relations Board and the courts having bandied the issue back and forth for the last few years. It now appears that the U. S. Supreme Court has decided that the issue of reasonableness if one for the courts to decide and not the National Labor Relations Board. Courts may be harsher in this matter than the Board would have been.

CENSURE. Censure is an official reprimand, has no effect upon a person's Guild membership.

DECLARED NOT IN GOOD STANDING. This is a form used by the membership department to advise a member of his impending suspension for failure to pay dues. Actually this has no effect on his membership status unless within a prescribed period of time he fails to tender his dues in which case he will be suspended. Thus, the real discipline is suspension.

RESIGNATION. The request for resignation may be coupled with the threat to expel from membership, but in such a case the actual form of the discipline is expulsion and not resignation. A request that a member resign would be somewhat equivalent to Censure. Whether the member then does resign would be a matter for his conscience.

October 26, 1973

PROCEDURAL RULES FOR SPECIAL MEMBERSHIP MEETING

NOVEMBER 12, 1973

The Board of Directors has adopted the following rules to govern procedure relating to appeals of disciplinary matters:

1) The Executive Director for the Board will request the Chairmen and members of all Trial Committees who heard cases of the appellants to attend the meeting. The absence of any of these shall not, however, delay or affect the appeal.

2) Copies of the Findings of the Trial Committee and Decision and Order of the Board of Directors as to each appellant will be distributed to the members in attendance.

3) The Executive Director or a member of the Board will read the Findings, etc. as to each appellant before his case is heard. The Board has determined the order of cases to be heard in accordance with their dates of appeal, and alphabetically therein.

4) Each appellant shall be allowed 10 minutes for the presentation of his appeal, which may be given in person or by a Current member or members in good standing of the Guild on his behalf. A member of the Trial Committee or the Resident Counsel of the Guild may respond as to factual matters, but not in excess of five minutes.

5) Twenty minutes shall then be allowed for discussion by members of each case with each member limited to 2 minutes of speaking time.

6) The appellant or his spokesman may, if he so desires, close the discussion with a presentation not longer than 5 minutes.

7) Method of Voting will be be by secret written ballot containing specific alternatives. Current members in good standing may vote. Appellants may also vote (including appellants in other pending cases). Members of the Trial Committee which heard appellant's case and members of the Board of Directors will not vote. Ballots will of necessity have to be tallied after the meeting and the results will be mailed to the membership. The Constitution provides that a majority vote of the Current members in good standing attending such meeting shall be sufficient to reverse either the findings of the Committee or the Board or to reduce the discipline imposed.

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Resp 12

November 12, 1973

BALLOT

SAMPLE BALLOT SAMPLE BALLOT SAMPLE BALLOT SAMPLE BALLOT SAMPLE BALLOT

IN THE CASE OF APPELLANT JOHN DOE

THE DECISION AND ORDER OF THE BOARD IS:

EXPULSION from membership in the Guild.
Fine in the amount of $30,000.00
Costs of the hearing.

I. IMPORTANT - VOTE FOR ONE ONLY

A. AFFIRM ☐ B. REVERSE ☐ C. REDUCE DISCIPLINE ☐

Note: The Constitution provides: a majority vote of the Current members of the Guild in good standing in attendance at the meeting shall be sufficient to reverse either the Findings of the Committee or to reduce the discipline imposed.

If the vote for reversal is not a majority, the votes for reversal will be counted (together with votes which are to reduce the discipline but not reverse) as votes to reduce the discipline in entirety, i.e., no fine or other penalty.

II. COMPLETE ONLY IF YOU VOTED FOR "C" ABOVE.

A statistical average of the figures voted in 1. below will be binding upon the Board of Directors in reducing the discipline imposed, if there is a majority voting for reverse and reduce discipline.

I PROPOSE THAT THE DISCIPLINE BE REDUCED IN THE FOLLOWING MANNER:

1. Fine and Costs of Hearing

(a) ☐ Reduce fine to $20,000

(b) ☐ Reduce fine to $15,000

(c) ☐ Reduce fine to $10,000

(d) ☐ Reduce fine to $ 5,000

(e) ☐ Impose no fine

(f) ☐ Other _____

(g) ☐ Costs of hearing only

(h) ☐ No costs of hearing

2. Expulsion, Suspension or Censure

(a) ☐ Expulsion to Suspension for _____years.

(b) ☐ Suspension for ___years.

(c) ☐ Censure only

(d) ☐ No expulsion, suspension or censure.

(e) ☐ Asked to resign.

3. ☐ No penalty.

Resp 12

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

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November 26, 1973

Dear Member:

On November 12, 1973 a meeting was held at the request of nine members who had been disciplined by the Guild for violation of Strike Rules. The sole purpose of the meeting was to present the appeals of these members and to have them acted upon by direct vote of the membership.

This right of appeal and the procedure for it is spelled out in the Guild Constitution (pages 29-30, Section 9 of Article X B). It follows upon the complex and ongoing disciplinary procedures, also outlined in our Constitution, which involve the following.

1) Investigation and detailed presentation of a case by the Disciplinary Committee.

2) Filing of charges by the Board of Directors and referral to one of several Trial Committees.

3) Trial Committee hearing at which the accused is entitled to Counsel, cross examination of witnesses, etc. The Trial Committee prepares its finding, makes a determination of Guilt or Innocence and recommends penalties.

4) The Board of Directors reviews these findings and recommendations and renders a final decision.

The ultimate step, at the option of the individual, is an appeal to the general membership.

I detail these steps that you may be reminded of the serious and

(over)

Resp Exhibit 15

thorough conduct of these proceedings and of the dilligent effort in behalf of the membership, while vigorously safeguarding the rights of the individual.

At the membership meeting the first four appeals were presented (Robert Blees, Jon Epstein, John Mantley, Herman Saunders). A secret, written ballot was voted by the current members attending. Besides affirmation of the Board's final action, it offered a series of choices: Reversal; Reduction of fines in five diminishing steps; Options for expulsion, suspension, censure or none of those penalties; a blank for any option not adequately foreseen by the above.

The enclosed sheets show the complete results of that vote. For the appellants who presented their cases fully, (Robert Blees, Jon Epstein, John Mantley, Herman Saunders) these results thus become the final disciplinary action of this Guild.

You will also find the tally on the appeals which were <u>not</u> fully presented, but on which many members voted because of a numbe of general statements made and views expressed which applied .. all. (David Victor, Hugh Benson, Robert Cinader, Barry Crane, David Levinson). As it was quite late, I ruled as Chairman at that meeting, that these votes would be tabulated and announced. In the interests of fairness, I also ruled that any of these latter five cases would have their disciplines reversed if a majority so voted. This, as you can see, was not the result.

At it's meeting last Tuesday, November 20, 1973, the Board of Directors voted to reduce the fines in these latter five cases to the amounts indicated on the enclosed tally and to eliminate all other penalties provided that the individual member agrees that such fine would be deemed reduced as if an appeal had been fully heard and concluded; in the event any individual member does not so agree then the fines and penalties heretofore imposed would stand and another meeting would be set at which such member's appeal to the membership would be heard.

I hope I have explained this complex matter satisfactorily. It is equally important to the Guild and to the individuals involved. I also wish to comment on the spirited yet orderly and dignified manner in which all members participated in this vital and democratic procedure. It is inevitable that individuals hold views widely divergent and passionately felt on this matter. It is a tribute to writers and their Guild that they can deal with this fairly, intelligently and democratically.

John Furia, Jr.
President

TABULATION OF VOTES CAST AT MEMBERSHIP MEETING - NOVEMBER 12, 1973

APPELLANT	TOTAL BALLOTS	AFFIRM	REVERSE	REDUCE	TOTAL REDUCE[1/]	MAJORITY[2/]	MAJORITY DECISION	FINE STATISTICAL AVERAGE[3/]	EXPULSI SUSPENSI CENSURE
Robert Blees	216	73	87	56	143	123	yes	$2,493.25	none
Jon Epstein	218	92	94	32	126	122	yes	200.22	none
John Mantley	214	76	90	48	138	122	yes	3,883.48	none
:rman Saunders	211	83	102	26	128	122	yes	23.48	none
David Victor	197	76	86	35	121	123	no	3,521.50	none
Hugh Benson	193	81	90	22	112	122	no	19.79	none
Robert Cinader	196	81	88	27	115	123	no	179.40	none
Barry Crane	193	75	87	31	118	123	no	469.70	none
David Levinson	192	74	88	30	118	123	no	622.98	none

1/ Total for reduction was arrived at by combining reversal votes (as reducing to no fine and no penalty) with votes for various reductions.

2/ See attached sheet for explanation on the computation of majority

3/ Computed as indicated in footnote 1 by including votes for reversal as being for no fine.

4/ Votes for reversal were combined with those for reduction and treated as votes for reduction without penalty. A majority of all such votes cast were against imposing penalties of expulsion, suspension or censure.

/Over.....

COMPUTATION OF MAJORITY

The majority was determined in each case by taking the total number of Current members in good standing in attendance at the meeting and subtracting from that figure the number of persons from the Board of Directors who were included in the total, the number of persons present from the Trial Committee in each case, and the number of void ballots cast in each case.

APPELLANT	CURRENT MEMBERS IN ATTENDANCE	MEMBERS OF BOARD OF DIRECTORS	MEMBERS OF TRIAL COMMITTEE	NUMBER OF VOID BALLOTS	MAJORITY
Robert Blees	261	13	4	0	123
Jon Epstein	261	13	5	0	122
John Mantley	261	13	4	1	122
Herman Saunders	261	13	4	1	122
David Victor	261	13	4	0	123
[illegible]h Benson	261	13	4	1	122
[illegible]t Cinader	261	13	4	0	123
Barry Crane	261	13	3	0	123
David Levinson	261	13	3	1	123

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President
FAY KANIN
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

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Membership
LOIS McGUIRE
Administration
ELENA THURSTON
Signatories
MARGE M. WHITE
Credits

•

ALLEN RIVKIN
Public Relations

December 7, 1973

Dear Member:

As you know, there are unfair labor practice charges against the Guild now pending before the National Labor Relations Board. These charges involve the Guild's right to discipline supervisory employees (i. e. executive producers, producers, associate producers, directors and story editors). We believe that we have the right to discipline supervisors, an action which the membership previously affirmed, but the issue is one which ultimately must be decided by the courts.

The Board of Directors has decided that the best interest of the Guild will be served by proceeding as we have in the past in all of these cases unless the individual member agrees to waive the statute of limitations or laches as a defense. In this event the Board will delay further proceedings until a final decision is rendered by the courts on the unfair labor practice charges. Of course the Guild will proceed in any case where the individual member does not agree to waive the statute of limitation or defense of laches and thereby preserve the Guild's right to prosecute the case after a court decision.

While the Board's decision is an affirmation of its position in regard to the Guild's right to discipline its supervisory members, it recognizes and takes into consideration the following points:

1) In the recent appeals of supervisory employees to the membership, the membership eliminated any penalty of expulsion, suspension or censure, leaving only monetary fines. The Guild legal counsel has advised the Board that enforcement

(over)

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Resp Exhibit 1c

via a law suit to collect fines in a state court, might be delayed until the NLRB charges against the Guild have been determined.

2) Guild legal expenses which are already substantial will not needlessly be expended by litigation at this time.

There may be some members who elect to file a law suit of their own against the Guild. In this case, we will of course offer a vigorous legal defense.

The foregoing points have no application to any other charges of discipline which involve non-supervisory personnel. We will continue to pursue these other disciplinary matters without delay.

Sincerely,

John Furia, Jr.
President

JF:meh

ADAMS, RAY & ROSENBERG
9220 Sunset Boulevard, Los Angeles, California 90069 · Telephone CRestview 8-3000
LITERARY AGENTS

November 15, 1972

Miss Billie Gold
Billie Gold & Associates
9595 Wilshire Boulevard
Suite 706
Beverly Hills, California 90212

Dear Billie:

I have briefly outlined below the conditions under which QM has employed ROBERT BLEES in the capacity of Executive Story Consultant on PARRISH. If you have any comments, please communicate same to me immediately. If I haven't heard from you by mid-week, I'll forward the following information to Mr. Blees for his files.

1. Blees will commence services as of today, November 15, 1972 and will be guaranteed employment for a period of not less than 22 [consecutive] weeks at a rate of $1,250 per week. Thus, the initial compensation guarantee is $27,500.

2. QM agrees to notify Blees not later than April 1, 1973 (plus three business days) of its exercise (or non-exercise) of an option described in the next following paragraphs.

   a. In the event the network requires an extension, QM will have up to April 16, 1973 within which to notify Blees of the exercise of its option.

   b. In any event, if QM exercises its option, Blees services must commence not later than May 1, 1973.

continued....

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Respondent's Exhibit 17

c. In the event QM exercises the option described above, Blees will be guaranteed employment for 44 ~~[consecutive]~~ weeks out of 52 weeks at a rate of $1,250 per week, the compensation guarantee is $55,000.

OK per LR 11/21/72

(1) QM will have the right to extend ~~[on a week-to-week basis]~~ after the 44th week for the completion of Blees' services.

OK per LR 11/21/72

OK per LR 11/28/72

Guaranteed

consecutive

3. QM will have four annual additional options to guarantee Blees employment of 44 out of 52 weeks. The first option pickup date shall be not later than April 1, 1974 (plus three business days) and services must commence not later than May 1, 1974.

OK per LR 11/21/72

with QM's same right to extend for each such period of employment.

a. Pickup dates and the outside dates for commencement of services for each subsequent optional year will be the same.

b. Blees' compensation will increase in each of the four optional years by $150 per week. (Thus, the first optional year he will receive $1,400 per week; the second optional year $1,550 per week; etc.)

4. QM will contribute 5% of the weekly compensation to the pension fund and QM will provide the normal health and welfare payments. Such contributions will not exceed WGA maximum.

OK per LR 11/21/72

5. Credit will be accorded Blees on a separate card in the end titles as Executive Story Consultant.

7. Any scripts which Mr. Blees may write will be compensated for at "top of the show" and such compensation will be in addition to his weekly salary.

Very sincerely,

LEE ROSENBERG

LR:br

November 30, 1972

Mr. Lee Rosenberg
Adams, Ray & Rosenberg
9229 Sunset Boulevard
Los Angeles, California 90069

Re: CAI Productions -
Robert Blees

Dear Lee:

In accordance with our recent telephone conversations, following are the changes to which we have agreed in connection with your letter to me of November 15, 1972 regarding the services of Robert Blees as Executive Story Consultant on the series tentatively entitled "Parrish":

Item 1 -
CAI will also have the right to extend this initial period in order for Mr. Blees to complete his services for the mid-season network order. However, he will not be required to render services beyond May 1, 1973.

In the fourth line, the word "consecutive" is to be deleted.

Item 2 c. -
In the third line, the word "consecutive" will be deleted.

Item 2 c. (1) -
In the second line, the words "on a week-to-week basis" will be deleted, and in the third line, the word "guaranteed" will be added after "44th".

Item 3 -
In the first line, the word "consecutive" will follow the word "four". In the third line, we will see that QM has the same right to extend each such period of employment.

Item 4 -
We have agreed that QM's contributions will not exceed WGA maximum contributions.

Best regards.

Sincerely,

BILLIE GOLD

BG:m
cc: Mr. Quinn Martin
Mr. Howard Alston
Mr. Gerald Wilson
Merrill H. Karpf, Esq.

THE HOLLYWOOD REPORTER
Tuesday, November 27, 1973

ALL EXPULSIONS, SUSPENSIONS VETOED BY WGA

By Will Tusher

Six expulsions and three suspensions ordered for alleged strike violations were lifted yesterday as the Writers Guild of America, W. made public results of complicated balloting at the Nov. 12 meeting where the nine disciplined producer-writer hyphenates appealed their convictions to the membership.

Coincidentally, the vote called for a drastic reduction of fines ranging from $100 to $50,000.

The show of sentiment for amnesty is widely regarded as a rebuke both to the WGA board and the trial committees — and conceivably could sharply affect the guild's future course in pending NLRB and potential court action where the WGA has been determined to affirm its claimed jurisdiction over hyphenates even when they are not performing writing functions during a strike.

(Story on mixed reactions to the WGA verdicts on Page 17)

Membership reversal of the sentences meted out for crossing picket lines is attributed largely to sympathy, expressed at the appeals meeting, with the common claim of all appellants that they did not act inimicably to WGA interests inasmuch as they assertedly did not do any writing while fulfilling contractual producer duties.

In a surprisingly small vote turnout, the WGA rank-and-file set aside the expulsions of John Mantley, David Victor, Robert Blees, Jon Epstein, Herman Saunders and Barry Crane, and the suspensions of Hugh Benson, Robert Cinader and David Levinson.

Mantley's $50,000 fine was reduced to $3,883.48; Victor's $50,000 levy cut to $3,521.50; Blee's $25,000 fine lowered to $2,493.25; Crane's $10,000 fine scaled down to $69.70, and Levinson's $10,000 fine reduced to $822.98.

Cinader's $5,000 fine was rolled back to $179.40, Epstein's $2,000 to $200.22, Saunders' $100 penalty to $23.48, Benson's $100 fine to $19.79.

Highest number of ballots cast in any single case was that of the 218 on Epstein, a close call where 94 favored reversal, 92 favored affirmation and 32 voted for reduction of penalties.

However, votes for reversal and reduction were combined and tallied as votes for reduction without penalty. In all cases, the majority ruled against imposition of penalties of expulsion, suspension or censure.

The reduced fines against Blees, Epstein, Mantley and Saunders represent final verdicts not subject to further appeal because these four presented their cases in full at the Nov. 12 meeting. The remaining five, whose cases were not fully heard, have the right to appeal the revised verdicts at another membership meeting if they do not acquiesce in the latest decisions.

Results were computed by the same means in all nine cases.

Meanwhile, the WGA disclosed that of 228 strike discipline cases processed to date, 10 more still are pending, and 20 more are yet to be adjudicated on the basis of reports from investigatory and disciplinary committees. One hundred twenty-eight cases have been dismissed, 31 tried, and 39 more are awaiting trial. Of the latter, 22 will be heard in November, December and January, while 14 are to be scheduled and three are to be rescheduled.

Eight dismissals were decreed administratively, 81 by the disciplinary committee, and 39 by the board of directors. There have been 13 guilty verdicts and seven final findings of innocence. One case was dismissed on motion at trial. One trial decision is being drafted, and another is pending before the board. Three are to be presented to the board by the trial committee. Three are awaiting trial committee recommendation, and three are pending before the trial committee.

Subsequent verdicts will be watched closely for evidence of the lenient attitude demonstrated by guild members in reversing all expulsions and suspensions, and sharply scaling down fines.

In a letter to WGA's membership accompanying the official vote tabulation guild president John J. Furia Jr., made no direct comment on the implications of the outcome.

"The ultimate step, at the option of the individual," he noted, "is an appeal to the general membership." He called attention, however, to "the serious and thorough conduct of these proceedings and of the diligent effort in behalf of the membership, while vigorously safeguarding the rights of the individual."

Furia obliquely rejected the view that the reversals constituted a vote of no confidence in the board and the trial committees.

"It is inevitable," he observed," that individuals hold views widely divergent and passionately felt on this matter. It is a tribute to writers and their guild that they can deal with this fairly, intelligently and democratically."

He also praised "the spirited, yet orderly and dignified manner" in which the appeals meeting was conducted. He described the appeals as a "vital and democratic procedure."

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Resp Exhibit 18

DAILY VARIETY
Tuesday, November 27, 1973

PAGE 1

WGA Cuts Strike Fines, But Hyphenates Protest Payment Would Be Admission Of Guilt

By DAVE KAUFMAN

Hyphenate members of Writers Guild of America West, whose fines for crossing picket lines during last spring's strike have been drastically trimmed by membership, said yesterday that they still will not pay such fines, contending it is the principle, not the amount of the fine, which prevails.

Apprised of official Guild disclosure of massive reductions of fines, as well as rescinding of expulsions and suspensions which had been ordered by the Guild trial committees and board, majority of the hyphenates said this did not change their positions. Membership had taken the action at a Nov. 12 meeting at which four of the nine presented their cases. There wasn't time for the rest of the presentations.

Results are final in cases of Robert Blees, Jon Epstein, John Mantley and Herman Saunders.

WGAW prexy John Furia Jr. explained the other five would have had disciplinary judgments reversed had the majority so voted, but added this did not occur.

Five are David Victor, Hugh Benson, Robert Cinader, Barry Crane, David Levinson.

However, board last Tuesday (20) voted to reduce fines on the five cases to amounts indicated in vote and to eliminate all other penalties provided the individual member agrees that such fine would be deemed reduced as if an appeal had been fully heard and concluded. In event any member does not so agree then original fines and penalties would stand and another meeting would be set at which such member's appeal to the membership would be heard.

However, most hyphenates involved who were available for comment uniformly stated that they still objected to the assessments in principle, and would not pay.

Mantley's $50,000 fine plus expulsion was cut to $3833.48; Victor's $100,000 and expulsion to $3521.50; Benson's $100 and two-year suspension to $19.79; Crane's $10,000 and expulsion to $469.70. None of the expulsions or suspensions were sustained by members.

[illegible]

with acceptance of guilt, something he refuses to do. But the swingover of membership in its voting was "a major step in the right direction," he added.

'Nothing Has Changed'

Cinader, originally fined $5000 and given a three-year suspension, saw his fine reduced to $179.40, sans suspension, but declared as had Epstein, that the amount of the fine and nature of the punishment didn't change the principle involved. Guild thinks he is guilty, and he does not, said the producer-writer. Reduction of his fine is like "discounting a car," means nothing from the standpoint of principle, added Cinader. "My own inclination is that nothing has changed, but in view of the fact I am involved in this with other people, I wouldn't want to take an absolute position without consulting them," he said.

Cinader added his understanding is that when a case is on appeal, as is his, he can take the position he won't pay and the Guild would then have to go to court to seek collection.

"I don't know if the Guild is going to go to court. The initiative lies with it. If it chooses not to enforce this in court, I don't know what my legal recourse is so that I can get a legal adjudication of the issue. We are all indemnified anyway, so the amount is not impor-

[illegible]

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RESP EXHIBIT 19

it's a step in the right direction, certainly in that they have removed expulsions and suspensions. But I will not pay any fine. I am indemnified by the network (CBS). I would be very surprised if it paid the fine, not that it's a significant amount, but it is the principle involved." Mantley said he was contacting his attorney regarding any possible litigation.

Blees, who initially had been fined $25,000 and expelled and whose fine is now reduced to $2493.25, sans expulsion, said he would not pay anything because of the principle involved.

Epstein, who originally was fined $2000 and expelled, commented he is indemnified by Universal, and it it wants to pay the reduced fine of $200.22 that's the studio's business. However, he added: "I feel even if a fine of $1 were paid it would indicate some acceptance, some responsibility of guilt, and I have none. I appreciate that cooler heads prevailed, without emotion, at the membership meeting, but I know what we did was moral and right. There is nothing like being a little less guilty."

Epstein said that in his view the membership vote indicated it was aware the Guild had "overstepped" in itsdisciplinary actions. He said he would like to put the whole matter "to bed," but added the amount of fine has nothing to do indicate it is in a very weak position. My position hasn't changed. I am almost inclined to pay its legal fees to go to court. We are under the impression the Guild doesn't have the right to get into this jurisdictional matter of writer-producer, that the Guild has no right to discipline us as producers."

Saunders, whose $100 fine and expulsion, was cut to $23.48, sans expulsion, commented, "I will not pay the fine. I feel it's an inequity. I don't understand the machinations of the Guild board or trial boards. I feel the fine is wrong regardless of the amount imposed."

Levinson, who had been fined $10,000 and given a two-year suspension and saw his fine reduced to $622.98, said he had heard "amnesty" mentioned, but was dead set against it because it implies wrongdoing, something he does not feel he did.

Benson remarked, "I'm most gratified it saw fit to lower the fines. The membership, I imagine, did this because it knew that we nine didn't write." He had no comment anent payment of the fine "until I discuss it with my attorney."

Total for reduction was arrived at by combining reversal votes (as reducing to no fine and no penalty) with votes for various reductions. Votes for reversal were combined with those for reduction and treated as votes for reduction sans penalty. A majority of all such votes cast were against imposing penalties of expulsion, suspension or censure.

THE HOLLYWOOD REPORTER
Friday, December 7, 1973

WGA ACTS TO POSTPONE HYPHENATE PROSECUTION

By Will Tusher

A dramatic olive branch was extended yesterday to supervisory employees among the 69 members of Writers Guild W. who still face trial and/or sentence for strike violation.

WGA's board of directors made a conditional offer to shelve intra-guild prosecution of all pending cases against hyphenates until a final court ruling — presumably by the U.S. Supreme Court — on unfair labor practices charges filed during the strike by the Assn. of Motion Picture and Television Producers over the guild's claimed right to discipline supervisory employees.

Final round of hearings on the National Labor Relations Board complaint upholding the AMPTP position begins at the Federal Building in Westwood Dec. 12 (Hollywood Reporter 11/28/73). Executive producers, producers, associate producers, directors and story editors are regarded by the WGA as supervisory employees.

Disciplinary action will be deferred against all accused hyphenates who agree to waive statute of limitations or laches (negligence or inordinate delay in processing charges) while a definitive court disposal is awaited.

"Of course," explained WGA president John J. Furia, in announcing the board's decision, "the guild will proceed in any case where the individual member does not agree to waive the statute of limitation or defense of laches and thereby preserve the guild's right to prosecute the case after a court decision."

In the latter instance, however, a WGA spokesman explained that the guild reserves the option of proceeding immediately in prosecutions of those who refuse waivers.

The gesture is the first official sign of bending by the guild leadership to the mandate for leniency implicit in the reinstatement of nine expelled and suspended hyphenates and the sharp reduction of their fines. (Hollywood Reporter 11/27/73). The issue of fines still is in contention, and may be headed for the courts.

While the WGA reaffirmed its right to discipline supervisory employees, and Furia reminded the membership that it had sanctioned that course, the board took explicit cognizance of the membership appeals vote that restored the disciplined nine to good standing.

Furia, in a letter mailed to guild members today, reveals that WGA legal counsel has advised the board that law suits calculated to collect reduced fines — denounced as illegal by the AMPTP (Hollywood Reporter 11/29/73) — "might be delayed until the NLRB charges against the guild have been determined."

A halt on further legal expenditures — described by Furia as already substantial — will not be "needlessly" made by instituting litigation at this time, he notes. However, he cautions that the WGA will "offer a vigorous legal defense" should any of the disciplined hyphenates sue for reversal of their reduced fines.

Non-supervisory employees charged with strike violation will be prosecuted without delay, Furia stressed.

Furia conceded that the question of WGA jurisdiction over supervisory employees "is one which ultimately must be decided by the courts," and describes the deferred prosecution plans as one designed to serve the guild's "best interest."

Thirty nine disciplinary cases were awaiting trial, 10 were pending before the board, and 20 were yet to be presented to the board by investigatory and disciplinary committees as of Nov. 12. There was no breakdown on how many of the total of 69 are supervisory employees.

Respondent's Exhibit 20

DAILY VARIETY
Friday, December 7, 1973

WGAW Puts Brakes On Actions Against Fined Hyphenates

Issue of the hyphenates and whether or not Writers Guild of America has the right to discipline them will eventually be settled in court, so WGA West board has decided to put the brakes on actions against hyphenates, and not go to court to seek collection of fines imposed on hyphenates for alleged violations of Guild rules during last spring's strike.

That was the essence of a letter sent Guild members by WGAW prexy John Furia Jr., who pointed out there are unfair labor practice charges against the Guild now pending before the National Labor Relations Board. Charges were filed by Association of Motion Picture & TV Producers, and involve Guild's right to discipline hyphenates (exec producers, producers, associate producers, directors, story eds).

Furia commented, "We believe that we have the right to discipline supervisors, an action which the membership previously affirmed, but the issue is one which ultimately must be decided by the courts."

Board has decided "the best interest of the Guild will be served by proceeding as we have in the past in all of these cases unless the individual member agrees to waive the statute of limitations or laches as a defense. In this event the board will delay further proceedings until a final decision is rendered by the courts on the unfair labor practice charges. Of course the Guild in any case where the individual member does not agree to waive the statute of limitation or defense of laches and thereby preserve the Guild's right to prosecute the case after a court decision." ("Laches" means undue delay in asserting a right).

Furia said board decision affirms its position anent the Guild's right to discipline hyphenates. However, he also noted that in recent hyphenate appeals of their various penalties, the membership erased any expulsions, suspensions or censures, leaving only fines.

Guild legal counsel told the board enforcement via a lawsuit to collect fines in a state court might be delayed until the NLRB charges against Guild have been decided.

Guild legal expenses "which are already substantial will not needlessly be expended by litigation at this time," said Furia. Virtually all nine hyphenates fined have said they will not pay.

Furia said also that some members may file suits of their own against the Guild, in which case WGAW will fight them.

He noted that board action does not apply to anyone but hyphenates, that the Guild will continue without delay on disciplinary matters of writers who are not hyphenates.

Next board meeting will be held Dec. 17.

Resp Exhibit 21

Assoc. #2

mark vii ltd.

mark vii ltd. / 100 Universal City Plaza/Universal City/Calif. 91608

January 22, 1973

Writers Guild of America, West
8955 Beverly Boulevard
Los Angeles, California 90048

Attention: Membership Committee

Gentlemen:

In light of the fact that I have done no writing for credit in nearly five years and have functioned solely as a producer in that period, I therefore, respectfully request that you accept my resignation from the Writers Guild of America, West, as of this date.

Sincerely,

Herman S. Saunders

Herman S. Saunders
Producer, ADAM-12

HSS:rd

cc: Ranald MacDougall

EXHIBIT "A"

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Assoc 3

January 30, 1973

Mr. Herman S. Saunders
3551 Vista Haven Road
Sherman Oaks, California 91403

Dear Mr. Saunders:

This will acknowledge receipt of your letter to the Membership Committee of the Guild dated January 22, 1973, in which you tendered your resignation from the Guild. In view of current contract negotiations and the importance to the Guild of maintaining effective communication with its membership, the Board of Directors has declined to accept your resignation in accordance with Section 8 of Article IV of the Guild's Constitution and By-Laws. The Board voted that your membership shall continue in the Guild at least for the period during which the negotiations are being conducted plus an additional six months thereafter. If it is your desire to once again tender your resignation after the conclusion of the negotiations, but prior to the expiration of said six-month period, please feel free to do so, and the Board will once again consider your application.

Please be assured that your rights and privileges in the Guild are not impaired by your tender of resignation.

Sincerely,

Michael H. Franklin
Executive Director

MHF:mw

RANALD MacDOUGALL
President

SCREEN BRANCH
FAY KANIN
President
LORENZO SEMPLE, JR.
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

TELEVISION-RADIO BRANCH
JOHN J. FURIA, JR.
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Vice-President
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LEONARD SPIGELGASS
JAMES R. WEBB

MICHAEL H. FRANKLIN
Executive Director
ALAN GRIFFITHS
Assistant Executive Director
LEONARD CHASSMAN
Executive Assistant
JOHN A. MENDONSA
Resident Counsel

DEPARTMENT HEADS
AILEEN BACKOFEN
Finance
BLANCHE BAKER
Registration
MAUREEN D. BEATTIE
Residuals
MARY DORFMAN
Credits
HELYNE LANDRES
Membership
LOIS McGUIRE
Administration
ELENA THURSTON
Secretaries

ALLEN RIVKIN
Public Relations

560

EXHIBIT "B"

n....e....W....S....

FROM:
WRITERS GUILD OF AMERICA, WEST
8955 Beverly Boulevard
Los Angeles, California 90048
PHONE 274-8601

CONTACT: ALLEN RIVKIN
276-4974

Arbitration #4

DATE: April 14, 1973

RELEASE: I M M E D I A T E

The Writers Guild over the weekend filed charges against five writer-producers employed by Universal Studios for violating strike rules imposed on all members since March 6, when the union struck all studios producing motion pictures and television.

Those charged with crossing a picket line for the purpose of going to work for a struck company are: Jon Epstein, Cy Chermak, Herman Saunders, David Victor and Jack Webb. They are ordered to appear before a Guild trial board and, if convicted, face substantial fines or suspension or expulsion or all of these penalties. Those convicted will appear on a "Roll of Dishonor" - according to Guild officials, and be listed in Guild publications "in perpetuity so that Guild members for years to come will never forget." A Guild spokesman characterized those members guilty of scabbing as "pariahs who have betrayed their colleagues."

It was reported to the Guild that Lew Wasserman and Sidney Sheinberg, Universal executives, "are threatening our hyphenates that if they don't return to work, they will lose their jobs." The Guild said they "fully expected a few weak sisters would yield to the Wasserman-Sheinberg threats" - but assured others who are standing firm that the Guild Board has adopted the position that no deal will be made with any company which has discharged a hyphenate unless he is reinstated to the project on which he was working.

Among others whose trial dates have been set for violating similar Guild strike rules are: Robert Blees, May 1; Michael Crichton, May 1; and John Mantley, May 4. Trial dates for the Universal hyphenates are: Epstein, May 2; Chermak, May 2; Saunders, May 4; Victor, May 2; and Webb, May 8.

Epstein is writer-producer of "Owen Marshall," Chermak writer-executive producer of "Ironside," Saunders writer-producer of "Adam 12", Victor writer-executive producer of "Owen Marshall" and "Marcus Welby," Webb writer-executive producer of "Adam-12 and "Emergency," Blees, writer-story editor of "Barnaby Jones," Crichton writer-director of the MGM film "Westworld" and Mantley writer-executive producer of "Gunsmoke."

# # #

561

The HOLLYWOOD REPORTER

April 16, 1973

MAJOR LOT HYPHENATES WILL BE TRIED AS SCABS

Webb, Mantley, Victor Among Eight Accused; WGA Targets Wasserman

By Will Tusher

Repeatedly pinpointed by both sides as the most explosive issue in the Writers Guild strike, the hyphenate powder keg blew sky high over the weekend as the WGA arraigned six producer-writers, one director-writer and a story editor-writer on charges of scabbing.

Seven of television's most popular series and one theatrical film were involved in the disciplinary action resulting from alleged crossing of picket lines to work for struck companies. Jack Webb and four others are employed at Universal.

The guild also accused MCA president Lew Wasserman, board chairman of the Association of Motion Picture and Television Producers — and the most powerful figure on the management negotiating team — of threatening to discharge hyphenates unless they defy the walkout and return to work at Universal. Wasserman was named jointly with Sid Sheinberg, exective v-p of MCA and president of Universal Television.

Sheinberg promptly exonerated Wasserman, assumed all responsibility for any such alleged action, and served notice that Universal intends to hold all producer-hyphenates to their contracts and to replace them if they refuse to perform services. Sheinberg told The Hollywood Reporter that Universal is determined to meet its commitment to deliver 13½ hours of television series and an unspecified number of non-series network programs.

All faced with "substantial fines or suspension or expulsion, or all three of these penalties," the following hyphenates stand accused of strike violations:

Jack Webb (Universal) — executive producer of "Adam-12" and "Emergency," both on NBC.

David Victor (Universal) — executive producer of "Owen Marshall, Attorney-at-Law" and "Marcus Welby, M.D.," both on ABC.

Cy Chermak (Universal) — executive producer of "Ironside," NBC.

Jon Epstein (Universal) — producer of "Owen Marshall."

Herman Saunders (Universal) — producer of "Adam-12."

(Continued on Page 9)

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EXHIBIT "A"

WGA's Hyphenate Bombshell —

(Continued from Page 1)

John Mantley — executive producer of CBS' "Gunsmoke."

Robert Blees — story editor, CBS' "Barnaby Jones."

Michael Crichton — writer-director of the feature film, "Westworld," shooting at MGM.

The action was announced in a strongly worded statement issued Saturday at the direction of WGA executive director Michael Franklin following a board meeting Friday. The guild took its promised hard line on strike observance, and tacitly admonished management that it does not propose to give further ground on hyphenate jurisdiction.

"Those convicted," declared the guild statement, "will appear on a 'roll of dishonor' . . . and be listed in guild publications 'in perpetuity' so that guild members for years to come will never forget. A guild spokesman characterized those members guilty of scabbing as 'pariahs who have betrayed their colleagues.'"

Ordered to appear before guild trial boards on the following dates are Blees and Crichton, May 1; Epstein, Chermak and Victor, May 2; Mantley and Saunders, May 4, and Webb, May 8.

Meanwhile, the WGA renewed its pledge that it would enter into no agreement with any company without a pre-condition calling for reinstatement, without prejudice, of any hyphenate discharged for strike activity. At the same time the union said "it fully expected a few weak sisters would yield to the Wasserman-Sheinberg threats."

Effect of the WGA action on the newly formed hyphenate organization is certain to be watched with suspenseful interest. The group's 12-man steering committee is on record with unequivocal support of the strike. Steering committee membership includes Mantley, now accused of violating the strike rules, and WGA board member John Furia Jr., president of the WGA's television branch and a candidate to succeed Ranald MacDougall, also a hyphenate, as president of the guild. The steering committee chairman, Robert Cinader, is producer of "Emergency" under the supervision of Webb, a fellow hyphenate ordered to appear before the WGA trial board.

Intimidation attributed to Wasserman and Sheinberg "was reported to the guild," the WGA statement declared, but no claim of substantiation was advanced. Sheinberg acknowledged to The Hollywood Reporter that some hyphenates have been warned of dismissal if they fail to report to work, but he insisted he was the only one who stated the situation in those terms.

"To the best of my knowledge," he said, "Mr. Wasserman hasn't had any communication with any hyphenates whatsoever. So, to the extent that there is someone who has been functioning in this area the responsibility is mine."

Sheinberg declared, however, that there have been very few instances in which such pressure has been exerted. He noted that hyphenates on the Universal payroll are employed primarily as producers, and said that their writing potential is "either incidental, minimal or non-existent." He also stated that Universal has not adopted an across-the-board policy on the question, but has been dealing with each situation on its merits and circumstances.

"There is an old adage in show business, the Writers Guild notwithstanding, that the show must go on," Sheinberg said. "As long as there is a performer or a writer or a director or an executive functioning, that is going to continue to be the case. The show will go on at Universal. It will go on as best we can make it go on, and with whatever means available at our disposal to get the show to go on."

Sheinberg noted — virtually echoing an earlier observation by hyphenate steering committee chairman Cinader (Hollywood Reporter 4/9/73) — that the writers strike has created problems for hyphenates which do not face free lance writers. He said that as a consequence his studio has been faced with hard production decisions which it means to meet forcefully.

"The longer the strike lasts," he contended, "the more we're faced with the realistic prospect of our production being bunched up in one period of time, and the more it forces us to make certain decisions with regard to certain activities that we can get on the stages early because we have to face the prospect of this bunched up production coming later. . . . The very existence of the strike forces this kind of activity which could come to pass."

Under such circumstances, Sheinberg illustrated, the studio would be obliged to go into immediate production on non-episodic shows which under normal conditions wouldn't go before the cameras until a month or two from now.

"If we've got to face the prospect that we're going to be up to our tails in production later because of the strike," he observed, "it behooves us — as a matter of fact we have very little choice — to take whatever it is now and go forward with it. If the assigned person on that show, the producer, is a hyphenate and isn't reporting for work, we've got to make alternate arrangements."

Assoc. 4B

GUILD CHARGES WEBB VIOLATED PICKET LINE

Actor-producer Jack Webb and four other writer-producers were accused by the Writers Guild Saturday of crossing a guild picket line in violation of strike rules against motion picture studios.

Ordered to face guild trial boards next month were Webb, executive producer of Adam 12 and Emergency; Cy Chermak of Ironside; Herman Saunders of Adam 12; David Victor of Owen Marshall and Marcus Welby, M.D. and Jon Epstein of Owen Marshall.

If convicted, the accused face heavy fines or suspension or expulsion from the guild. Their names could also appear on a "roll of dishonor" to be published "in perpetuity so that guild members for years to come will never forget," the guild said.

Neither Webb nor the others named had any immediate comment.

LOS ANGELES TIMES
April 15, 1973

EXHIBIT F

Assoc. 4 C

DAILY VARIETY

April 16, 1973
Pages 1, 9

WGA Indicts Five At Universal For Strike Violations

In its first major move against alleged violators of strike rules since Writers Guild of America began its industrywide walkout March 6, WGA has filed charges against five producer-writers who work at Universal. At the same time, a WGA spokesman said, "It was reported to the guild that Lew Wasserman (MCA president) and Sidney Steinberg (U TV prez) are threatening our hyphenates that if they don't return to work, they will lose their jobs."

Charged with crossing picket lines for purposes of going to work at a struck company are these U hyphenates—Jon Epstein, producer of "Owen Marshall"; Jack Webb, exec producer, "Adam 12" and "Emergency"; David Victor, exec producer, "Marcus Welby" and "Marshall"; Cy Chermak, exec producer, "Ironside"; Herman Saunders, producer, "Adam 12."

They have been ordered to appear before a WGA trial board, and if convicted, face "substantial"

(Continued on Page 9, Column 1)

WGA ACCUSES 5 PRODUCER-WRITERS AT U OF VIOLATING STRIKE RULES

(Continued from Page 1, Column 3)

fines, suspension or expulsion, or all of these penalties. Those convicted will appear on a "roll of dishonor," and be listed in Guild publications "in perpetuity so that Guild members for years to come will never forget," said a Guild spokesman who labeled members found guilty of scabbing as "pariahs who have betrayed their colleagues."

Same source said WGA "fully expected a few weak sisters would yield to the Wasserman-Sheinberg threats," but assured others on strike that WGA board has adopted position that no deal will be made with any company which has discharged a hyphenate unless he is reinstated to the project on which he was working.

Among other hyphenates for whom trial dates have been set on charges of violating Guild strike rules are Robert Blees, story ed of "Barnaby Jones," May 1; Michael Crichton, writer-director of MGM film, "Westworld"; John Mantley, exec producer, "Gunsmoke," May 4. Other trial dates: Epstein, May 21; Chermak, May 2; Saunders, May 4; Victor, May 2; Webb, May 8.

Newly formed Hyphenates Lobby demand that a 12-week preparation period on shows be included in Writers Guild of America demands to management will be supported by the Guild's negotiating committee, according to WGA West exec director Michael H. Franklin.

"We think that the support of this group is excellent," Franklin declared.

WGA, which struck the industry March 6, meanwhile has signed four more indies, a total of 39. Latest to sign were Playboy Prods. (Hugh Hefner), Dan Curtis Prods., William Carruthers Co. and Bob Banner Associates.

Franklin said anent the Nat'l Labor Relations Board regional decision to issue a complaint against WGA, as sought by Association of Motion Picture & Tv Producers, that that complaint has not yet been received. When it is, a hearing will be held, and, if the Guild should lose in that session, it will then appeal, the exec said.

BEST COPY AVAILABLE

Ame #5

Affiliated with the Writers Guild of America, east, Inc.
Member of International Writers Guild
8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 6-7711
Cable: INVADATEK, Los Angeles

February 2, 1973

Walter S. Hoffman
7657 Orion Avenue
Van Nuys, California 91406

Dear Mr. Hoffman:

On June 27, 1972 at your request, you were placed on Withdrawn status.

We call your attention to Section 5(c) of Article IV of the Guild's Constitution and by-laws which provides that by action of the Board of Directors and upon notice to the member and for good cause any member of the Guild who has been placed on Withdrawn status may be restored retroactively to the status held by him at the time of application for Withdrawn status.

In view of the current contract negotiations and the importance to the Guild of maintaining effective communication with its membership, the Board of Directors at its meeting in January voted to restore you to Current status in the Guild effective February 15, 1973.

The Board is aware that by reason of your restoration to Current status the matter of payment of basic dues may become a financial hardship to you. If such is the case, would you kindly advise our membership secretary who in turn will refer the matter to the Membership Committee which is studying the question of the application of basic dues requirements to those members affected by the Board's decision.

Sincerely,

David Harmon
Secretary

DH:mw

565

ASSOC. 5a

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, east, Inc.
Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

On _____ at your request, you were placed on Withdrawn status.

We call your attention to Section 6(c) of Article IV of the Guild's Constitution and By-Laws which provides that by action of the Board of Directors and upon notice to the member and for good cause any member of the Guild who has been placed on Withdrawn status may be restored retroactively to the status held by him at the time of application for Withdrawn status.

In view of the current contract negotiations and the importance to the Guild of maintaining effective communication with its membership, the Board of Directors at its meeting in January voted to restore you to ——— status in the Guild effective February 15, 1973.

The Board is aware that by reason of your restoration to ——— status the matter of payment of basic dues may become a financial hardship to you. If such is the case, would you kindly advise our membership secretary who in turn will refer the matter to the Membership Committee which is studying the question of the application of basic dues requirements to those members affected by the Board's decision.

Sincerely,

/s/ David Harmon
DAVID HARMON
Secretary

DH:mw

566

ASSOC. #7

WRITERS GUILD OF AMERICA, WEST, INC.

[SEAL]

Affiliated with the Writers Guild of America, west, Inc.
Member of International Writers Guild
8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

May 7, 1973

TO ALL MEMBERS:

Enclosed is a copy of the Guild's "Rules for the Conduct of Members During a Strike."

These rules were previously distributed, but we continue to receive inquiries concerning them and each member should have and retain a copy. Old Rule 30 as contained in the rules dated February 20, 1973 has been deleted, and old Rule 31 has been renumbered Rule 30.

Old Rule 30 provided that no member shall work with any individual suspended or disciplined because of violating strike rules. The Guild's position has been, and remains, that it will press disciplinary action as vigorously as the law and good union principles permit, against every member guilty of violating strike rules. Because the old rule could be misconstrued to mean that the Guild was maintaining an improper saction, a matter of anathema to this Guild, the Board of Directors rescinded old Rule 30 at its regular monthly meeting of April 30, 1973. This action was taken voluntarily, in the belief that ample disciplinary measures remain available to trial committees, including penalties of fines, expulsion from membership, and other sanctions, and with the conviction that even in the pursuit of strike discipline,

members of this Guild do not wish to be a part of an action which carries the odious implications of a "black list."

If you have any questions about these rules, please call the Guild.

Very truly yours,

/s/ Ranald MacDougall
RANALD MACDOUGALL
President

Enc.

WRITERS GUILD OF AMERICA, WEST, INC.

May 1, 1973

RULES FOR THE CONDUCT OF MEMBERS DURING A STRIKE

1. Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.
2. Writing for any struck producer as designated in a restraining order is prohibited. The term producer includes any employer or potential employer, whether studio, individual, production company network or any representative or subsidiary or associate thereof.
3. Writing for a struck producer is prohibited even though the member be employed by or under assignment to the said producer at the time the strike is called, regardless of the capacity in which the member is employed.
4. Writing for a struck producer will cease immediately upon the calling of the strike, regardless of the extent of the work already completed for said producer as the result of employment commenced prior to the date of the strike.
5. The prohibition against writing for a struck producer obtains regardless of the place at which writing might be done, i.e., whether on or off the premises of the producer.
6. No delivery of literary material shall be made to a struck producer regardless of when it was written, solicited, contracted or paid for.
7. The submission of literary material to a struck producer is prohibited even though neither negotiation for nor consummation of a sale is contemplated until after settlement of the strike.
8. Members shall file with the Guild copies of all literary material completed for and delivered to a struck producer as of the calling of the strike in order that they may be on record with evidence to substantiate their timely work stoppage in the event this matter comes into issue.

9. Immediately upon the calling of a strike members are to inform their agents or any other representatives of all the Guild's strike rules and revoke or suspend as to a struck producer any authorization for representation, either for the sale of material or for services for the duration of the strike.
10. Immediately upon the calling of a strike each member must serve written notice upon each struck producer who may at that time have in his possession any literary material owned by the member. A copy of such notice is to be sent to the Guild. Notice shall be in the following form:

> "I hereby demand that you promptly return to me the following named literary material currently in your possession and owned by me:
>
> (Title of Material)
>
> _____
>
> (Signature)"
>
> _____

11. Members are prohibited from engaging in any conference, negotiations, discussions or meeting of any kind, whether in person, by telephone or through the mail, or through an agent or other representative, with any struck producer, his employees, associates, subsidiaries and/or representatives regarding the sale of any literary material or any contract for writing services even though the effective date of such proposed agreement be scheduled for a time after the settlement of the strike.
12. All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
13. Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment,

regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

14. Members may not accept from a struck producer for reading, perusal, study or any other purpose any sample, script, format, presentation or literary material of any nature which might have any actual or potential connection with future employment of said members as writers or otherwise even though such services are to begin after the conclusion of the strike.
15. The use of a fictitious name of any kind as a means of circumventing strike rules and regulations is prohibited whether or not it be registered with the Guild.
16. The commencement of an assignment for a struck producer or the sale of literary material to a struck producer so soon after the settlement of a strike as fairly to give rise to the inference that negotiations for same have been conducted during the course of the strike shall be cause for investigation and is disciplinable, if evidence supports such inference.
17. The acts of any agent or other representative acting on behalf of a member will be imputed to the member in the absence of satisfactory evidence to the contrary.
18. Any agreement entered into by a member prior to the commencement of a strike but in anticipation thereof for the sale or delivery of literary material not then written but to be delivered after the settlement of the strike is forbidden.
19. A member may not, during the course of a strike, conduct negotiations with a struck producer for financing the production of any of his literary material or scripts, or for his participation in such production in any capacity.

20. Every member has the duty of reporting to the Guild the name of any agent or producer or person or entity affiliated with the production, administration or management of a struck producer or company who, in disregard of an existing strike, solicits material from, or the employment of such member or any other member, or otherwise seeks to entice a member into violating the strike rules or regulations.
21. No member, his good intentions granted, may negotiate with any struck producer the settlement of a strike or any phase thereof.
22. A member is chargeable with knowledge of all strike rules and regulations, of any strike information or developments circularized through the mail to the membership and of any strike information made known to the entertainment industry through any recognized medium of communication such as trade papers, newspapers, radio broadcasts or telecasts, etc., unless he offers satisfactory evidence that it was impossible for him to receive such strike information.
23. Writers who are not members of the Guild, but who are reasonably chargeable with knowledge that the Guild is on strike or anticipates striking certain producers, who nevertheless write for or sell literary material to struck producers, or who in any way act to defeat the best interests of the Guild during a strike will be excluded from membership in the organization.
24. All members, regardless of the capacity in which they are working, are bound by all strike rules and regulations in the same manner and to the same extent as members who confine their efforts solely to writing.
25. A member may not, during a strike attempt to solicit or negotiate in behalf of a struck producer for the services of a writer, whether a member or not, or for the purchase of literary material, whether or not written by a member.
26. The term "member" encompasses anyone admitted to the membership rolls of the Writers Guild of America, both West and East, and classified as either

active or inactive, associate, withdrawn or suspended, whether in good standing or bad.

27. No member may be relieved of the responsibility for the payment of any fine, or from any disciplinary action resulting from any infraction of strike rules by offering his resignation from the Guild. Membership in any guild or union is not a voluntary association of parties but a binding contract between them which cannot be abrogated unilaterally by either party except under provisions of the Guild constitution or state or federal law. It should be noted that fines levied for infringement of strike rules are collectable in a suit at law.
28. The Guild shall have the authority to assign and direct members in the performance of duties relating to the strike including, but not limited to, picket duty. Any member found guilty of refusal to perform picket duty shall be fined not less than $100 per day for each day of such refusal to perform.
29. The following is excerpted from Article X, Paragraph A of the Guild Constitution and By-Laws:

"Any member of the Guild who shall be found guilty, after a hearing conducted in accordance with the procedures herein prescribed, of any act or failure to act, or any conduct which is prejudicial to the welfare of the Guild, or any of its Branches . . . . or of failing to observe the Constitution and By-Laws of this Guild or any lawful order of the Council or of a Branch Board . . . . may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign or in lieu thereof, or in addition thereto, he may be censured, fined or otherwise disciplined."

30. Enforcement of these rules may be delegated to such committee or committees as the Council may designate.

ASSOC. 10

UNIVERSAL CITY STUDIOS, INC.
AN MCA INC. COMPANY

March 5, 1973

Dear

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves the Guild has elected to terminate the agreement, effective at midnight March 4, 1978. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to us as a producer (director) (supervisor) and report to

work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

/s/ [Illegible]
/s/ [Illegible]

ASSOC. 11

UNIVERSAL TELEVISION

BY SPECIAL MESSENGER

October 4, 1968

Writers Guild of America, West
8955 Beverly Blvd.
Los Angeles, California 90048

Attn: Mary Dorfman

THE GALLOPING SKIN GAME (#29601)—
IT TAKES A THIEF series

Gentlemen:

Enclosed for the purpose of an automatic arbitration are three copies of each of the following.

1. Treatment by Leigh Chapman dated 3.7.68.
2. First draft by Leigh Chapman entitled SOMETHING OLD, SOMETHING NEW, SOMETHING BORROWED.
3. Second draft by Leigh Chapman entitled as in 2. above.
4. Rewrite by Gene L. Coon (Production Executive) dated April 18, 1968 and rev. 5.31.68.
5. Final script dated April 18, 1968 with final revision dated 9.30.68.

Our proposed credits are:

Written by Leigh Chapman and Gene L. Coon

Pursuant to the WGA Agreement, we hereby specify six (6) days after your receipt of above material as the time until which we will withhold final determination of credits. An early decision will be appreciated.

Very truly yours,

/s/ Evelyn Rhine
EVELYN RHINE
Law Dept.

cc: Gene L. Coon
Leigh Chapmen

RECEIPT ACKNOWLEDGED:
By /s/ [Illegible]
for Writers Guild of America
Date: [Illegible] Time: [Illegible]

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

Division of Judges

Case No. 31-CB-1203-2
WRITERS GUILD OF AMERICA, WEST, INC.
and
ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

Case No. 31-CB-1223
WRITERS GUILD OF AMERICA, WEST, INC.
and
AMERICAN BROADCASTING COMPANIES, INC.
COLUMBIA BROADCASTING SYSTEM, INC.
NATIONAL BROADCASTING COMPANY, INC.

Case No. 31-CB-1316
WRITERS GUILD OF AMERICA, WEST, INC.
and
ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.
WRITERS GUILD OF AMERICA, WEST, INC.

Case No. 31-CB-1313
Consolidated
and
AMERICAN BROADCASTING COMPANIES, INC.
COLUMBIA BROADCASTING SYSTEM, INC.
NATIONAL BROADCASTING COMPANY, INC.

Case No. 31-CB-1355
WRITERS GUILD OF AMERICA, WEST, INC.
and
QM PRODUCTIONS

STIPULATION OF FACTS

It is hereby stipulated by and among Counsel for the General Counsel of the National Labor Relations Board, herein called General Counsel, Writers Guild of America, West, Inc., herein called Respondent and Association of Motion Picture and Television Producers, Inc., American Broadcasting Companies, Inc., Columbia Broadcasting System, Inc., National Broadcasting Company, Inc., and QM Productions, herein called Charging Parties, being all parties to these proceedings as follows:

1. (a) Annually, in the course and conduct of its business operations, QM sells television and motion picture films valued in excess of $50,000 directly to customers located outside the State of California.

   (b) QM is now, and at all times material herein has been, an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

   (c) QM is now, and at all times material herein has been, an employer within the meaning of Section 8(b)(1)(B) of the Act.

2. At all times material herein, it has been the policy of Respondent not to permit any member to resign from membership in the Guild during the pendency of collective-bargaining negotiations between the Respondent and the Charging Parties and for at least six months after the conclusion of such negotiations.

3. Respondent has issued Notices of Disciplinary Hearing and Charges against the following of its members based on said members' conduct during Respondent's 1973 strike against Charging Parties herein, said members names also appearing on G. C. Exhibit 3. Said charges are attached hereto and incorporated herein as G. C. Exhibits 15A-W inclusive.

NAME	EXHIBIT NUMBER
Hugh Benson	15A
Jerome Bredouw	15B
Robert Blees	15C
Robert Cinader	15D
Ron Honthaner	15E
Leonard Katzman	15F
David Levinson	15G
William Roberts	15H
Albert Ruddy	15I
Coles Trapnell	15J
Herbert Wright	15K
Stephen Heilpern	15L
James McAdams	15M
Martin Ransohoff	15N
Andrew J. Fenady	15O
Thomas Leetch	15P
Thomas L. Miller	15Q
Cy Chermack	15R
Frank Paris	15S
Larry Gordon	15T
Jack Haley, Jr.	15U
Philip Kaufman	15V
David S. Peckinpah	15W

4. Respondent held disciplinary trials based upon the charges as noted in paragraph 3 above. The transcripts of said trials are attached hereto and incorporated herein as G. C. Exhibits 16A-Q inclusive.

NAME	EXHIBIT NUMBER
Cy Chermack	16A
Robert Cinader	16B
Jerome Bredouw	16C
Jon Epstein	16D
Michael Chrichton	16E
Hugh Benson	16F
David Levinson	16G
William Roberts	16H
Albert Ruddy	16I
Herman Saunders	16J
Frank Paris	16K
Coles Trapnell	16L
Robert Blees	16M
John Mantley	16N
David Victor	16O

5. Respondent's Board of Directors based upon the charges as noted in paragraph 3 above and the hearings

as noted in paragraph 4 above issued the following decisions in said cases which are attached hereto and incorporated herein as G. C. Exhibits 17A to I inclusive.

NAME	EXHIBIT NUMBER
Hugh Benson	17A
Robert Blees	17B
Cy Chermack	17C
Jon Epstein	17D
David Levinson	17E
John Mantley	17F
Herman Saunders	17G
David Victor	17H
Robert Cinader	17I

6. Respondent has issued internal disciplinary charges, conducted trials, and imposed penalties as indicated hereinbelow upon persons employed in the positions referred to in paragraph 9 of the Second Consolidated Amended Complaint of November 26, 1973, all of whom were members of the Respondent at the time charges were preferred against them, and to all of whom Respondent mailed its Strike Order and Strike Rules:

(a) Barry Crane, Producer/Director for Paramount was charged by Respondent's Board of Directors on July 27, 1973, which charge is attached hereto and incorporated herein as G. C. Exhibit 18; was tried before a Trial Committee of Respondent on August 15, 1973 and fined $10,000 and expelled from membership by Respondent's Board of Directors on August 31, 1973, whose decision is attached hereto and incorporated herein as Exhibit 19.

(b) Roger Lewis, Producer for Metro-Goldwyn-Mayer, Inc. was charged by Respondent's Board of Directors on November 8, 1973, which charge is attached hereto and incorporated herein as G. C. Exhibit 20, and is scheduled to be tried before a Trial Committee of Respondent on December 18, 1973.

(c) Mark Rosin, whose name is to be added to G. C. 3 as General Programming Executive for Columbia Broadcasting System, Inc., was charged by Respondent's Board of Directors on November 8, 1973, which charge is attached hereto and incorporated herein as G. C. Ex-

hibit 21, and was scheduled to be tried before a Trial Committee of Respondent on November 29, 1973.

(d) Philip Barry, Executive Producer for Columbia Broadcasting System was charged by Respondent's Board of Directors on November 6, 1973, which charge is attached hereto and incorporated herein as G. C. Exhibit 22, and is scheduled to be tried before a Trial Committee of Respondent on December 13, 1973.

7. (a) Further scheduled internal proceedings of Respondent with respect to the above-described disciplinary proceedings are as follows: appeals from decisions of the Respondent's Board of Directors in the cases of Robert Blees, Jon Epstein, John Mantley, Herman Saunders and David Victor, were scheduled to be heard before a special membership meeting of the Writers Guild of America, West, Inc., on November 12, 1973. Said notices of appeal are attached hereto and incorporated herein as General Counsel Exhibits 23 A-H inclusive.

NAME	EXHIBIT NUMBER
Robert Blees	23A
Jon Epstein	23B
John Mantley	23C
Herman Saunders	23D
David Victor	23E
David Levinson	23F
Robert Cinader	23G
Hugh Benson	23H
Barry Crane	23I

(b) An appeal was filed by Cy Chermack in the above-described disciplinary proceeding; however, said appeal at his request is not scheduled to be heard until the next scheduled general membership meeting of Respondent. A copy of said appeal is attached hereto and incorporated herein as General Counsel's Exhibit 23J.

8. Prior to the meeting as noted in paragraph 7 above, the Writers Guild sent to all of its members an agenda of this meeting and an explanation of the forms of discipline which could be meted out to Guild members, procedural rules and sample ballot a copy of which is attached hereto and incorporated herein as Respondent's Exhibit 12.

9. The Writers Guild on November 6, 1973, sent to all of its members a reminder of the meeting scheduled for November 12, 1973, a copy of which is attached hereto and incorporated herein as Respondent's Exhibit 13.

10. The Writers Guild gave to all of its members in attendance at the November 12, 1973 meeting an agenda and the procedural rules for this meeting, a copy of which is attached hereto and incorporated herein as G. C. Exhibit 24.

11. Writers Guild members in attendance at the November 12 meeting were given ballots in the cases of Robert Blees, Jon Epstein, John Mantley, Herman Saunders, David Victor, Hugh Benson, Robert Cinader, Barry Crane and David Levinson, an exemplar of which is attached hereto and incorporated herein as Respondent's Exhibit 14.

12. The Writers Guild sent to all of its members a letter dated November 26, 1973, which detailed the results of the proceedings at the November 12 meeting and the final disposition of the disciplinary proceedings as set forth in paragraph 7 above, a copy of which is attached hereto and incorporated herein as Respondent's Exhibit 15.

13. The Writers Guild, by letter dated November 30, 1973, offered to stay all further disciplinary proceedings against certain persons in the categories set forth in Paragraph 9 of the Second Amended Consolidated Complaint, excluding those persons set forth in paragraph 7 above, pending resolution of consolidated National Labor Relations Board Cases Nos. 31-CB-1203-2, 31-CB-1223, 31-CB-1316, 31-CB-1313 and 31-CB-1355. An exemplar of said letter is attached hereto and incorporated herein as G. C. Exhibit 25.

14. The Writers Guild intends to offer to stay the payment of all fines by the persons set forth in paragraph 7 above, pending resolution of consolidated National Labor Relations Board Cases Nos. 31-CB-1203-2, 31-CB-1223, 31-CB-1316, 31-CB-1313 and 31-CB-1355, by letters similar to G. C. Ex. 25.

15. The Writers Guild sent to all of its members a letter dated December 7, 1973, in which the Guild's posi-

tion regarding the proposed stays was set forth, a copy of which is attached hereto and incorporated herein as Respondent's Exhibit 16.

16. At the outset of the Respondent's strike against the Charging Parties herein, said Charging Parties sent a copy of the attached letters to the persons on the list attached to each letter, said persons also being listed on General Counsel's Exhibit 3. Said letters and lists are attached hereto and incorporated herein as General Counsel's Exhibits 26 A-F inclusive.

LETTER	EXHIBIT NUMBER
20th Century Fox	26A
Paramount	26B
Screen Gems	26C
Warner Bros.	26D
MGM	26E
Disney	26F

17. At the outset of the Respondent's strike against the Association herein, Bing Crosby Productions sent a letter to Andrew Fenady, which letter is attached hereto and incorporated herein as G. C. Exhibit 27.

18. Attached hereto and incorporated herein as G. C. Exhibit 28 is a true and correct copy of a memorandum sent by Robert D. Wood, President of CBS Television Network, on or about March 28, 1973, to all persons indicated in the letter from Jack B. Purcell to Richard Fisher dated November 28, 1973, a true and correct copy of which is attached hereto and incorporated herein as G. S. Exhibit 29. Said recipients of G. C. Exhibit 28 included all persons listed as Columbia Broadcasting Systems, Inc. personnel on G. C. Exhibit 3.

19. Attached hereto and incorporated herein as G.C. Exhibit 30 is a true and correct copy of a letter sent by Billy Gold, Vice President of QM Productions, on March 5, 1973, to Robert Blees, who was then employed by QM Productions, on March 5, 1973, to Robert Blees, who was then employed by QM Productions in the capacity of Executive Story Consultant.

20. The evidence concerning the issues of the supervisory or management representative status of Robert Blees within the meaning of Sections 2(11) and 8(b)(1)

(B) of the Act shall consist of Blees' personal service contract consisting of 2 letters, attached hereto and incorporated herein as Respondent's Exhibit 17 and in addition thereto such evidence shall be deemed to include the evidence heretofore adduced in these consolidated proceedings as to the powers and duties of executive story consultants and executive story editors within the television production industry.

21. The evidence concerning the issues of the supervisory or management representative status of Hugh Benson and Roger Lewis within the meaning of Sections 2(11) and 8(b)(1)(B) of the Act shall be deemed to be the same as the evidence heretofore adduced in these consolidated proceedings as to the powers and duties of producers within the motion picture industry.

22. The evidence concerning the issues of the supervisory or management representative status of Barry Crane within the meaning of Sections 2(11) and 8(b)(1)(B) of the Act shall be deemed to be the same as the evidence heretofore adduced in these consolidated proceedings as to the powers and duties of producers and directors within the motion picture industry.

23. The evidence concerning the issues of the supervisory or management representative status of Andrew Fenady within the meaning of Sections 2(11) and 8(b)(1)(B) of the Act shall be deemed to be the same as the evidence heretofore adduced in these consolidated proceedings as to the powers and duties of executive producers, producers and story editors within the motion picture industry.

24. The name of Jack Webb may be stricken from G. C. Exhibit 3 as will all references to Webb in the testimony taken in these proceedings.

25. Respondent by press releases caused news of its fines, expulsions and other disciplinary measures to be published in editions of the Los Angeles Times, Daily Variety and the Hollywood Reporter dated June 27, 1973; the Hollywood Reporter and Daily Variety dated November 27, 1973; and the Hollywood Reporter and Daily Variety dated December 7, 1973. Said articles are attached hereto and incorporated herein as G. C. Exhibits

31 to 33, inclusive, and Respondent's Exhibits 18 to 21, inclusive, respectively.

26. All documents attached hereto and incorporated herein are true, authentic and correct copies of said documents, and may be received into evidence.

DATED at Los Angeles, California, this 17th day of December, 1973.

Date—December 17, 1973

/s/ Charles K. Hackler
CHARLES K. HACKLER
Counsel for Respondent
Levy, Van Bourg & Hackler
3550 Wilshire Boulevard
Los Angeles, California 90010

Date—December 18, 1973

/s/ Richard N. Fisher
RICHARD N. FISHER
Counsel for Charging Party Networks
O'Melveny & Myers
611 West Sixth Street
Los Angeles, California 90017

Date—December 17, 1973

/s/ Philip R. LeVine
PHILIP R. LEVINE
Counsel for the General Counsel
National Labor Relations Board
Region 31
11000 Wilshire Boulevard
Los Angeles, California 90024

Date—December 17, 1973

/s/ Harry J. Keaton
HARRY J. KEATON
Counsel for Charging Party Association
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Date—December 17, 1973

/s/ Larry A. Curtis
LARRY A. CURTIS
Counsel for Charging Party QM Productions
Musick, Peeler & Garnett
One Wilshire Boulevard
Los Angeles, California 90017

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
DIVISION OF ADMINISTRATIVE LAW JUDGES
Washington, D.C.

Case No. 31-CB-1203-2
WRITERS GUILD OF AMERICA, WEST, INC.
and
ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

Case No. 31-CB-1223
WRITERS GUILD OF AMERICA, WEST, INC.
and
AMERICAN BROADCASTING COMPANIES, INC.
COLUMBIA BROADCASTING SYSTEM, INC.
NATIONAL BROADCASTING COMPANY, INC.

Case No. 31-CB-1316
WRITERS GUILD OF AMERICA, WEST, INC.
and
ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

Case No. 31-CB-1313
WRITERS GUILD OF AMERICA, WEST, INC.
and
AMERICAN BROADCASTING COMPANIES, INC.
COLUMBIA BROADCASTING SYSTEM, INC.
NATIONAL BROADCASTING COMPANY, INC.

Case No. 31-CB-1355
WRITERS GUILD OF AMERICA, WEST, INC.
and
QM PRODUCTIONS

RESPONDENT'S BRIEF IN SUPPORT OF EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE'S DECISION

PRELIMINARY STATEMENT

Respondent attaches hereto and adopts by reference copies of its BRIEF TO ADMINISTRATIVE LAW JUDGE (Exhibit "A") and the STATEMENT OF POSITION OF RESPONDENT ON THE EFFECT OF *FLORIDA POWER & LIGHT COMPANY* v. *NLRB*, 86 LRRM 2689 OF THE UNITED STATES SUPREME COURT, (Exhibit "B").

The original hearing of these cases was concluded on June 13, 1963. The record was reopened and updated by stipulation of additional evidence and was finally closed with briefs of all parties filed in March, 1974. While the case was under submission, the Supreme Court, on June 24, 1974, handed down its decision in the *Florida Power* case, supra. The ALJ invited all parties to file briefs by August 9, 1974, with respect to the impact of that decision. (Footnote 3, ALJ Decision). The *Florida Power Statement*, adopted here, by reference, as Exhibit "B", was filed by Respondent and continues to represent its reasons for contending that *Florida* controls these cases and requires dismissal.

No purpose would be served by a rebriefing of the law of that case as applied to the record here.

Respondent's ALJ Brief fully sets forth the evidence upon which Respondent relies to bring the case within *Florida Power* and for this reason, it also is made a part of this Brief as Exhibit "B".

In light of the law as it now stands, Respondent herewith withdraws its third affirmative defense (ALJ Decision, page 7, lines 1-2; Footnote 4; page 31, lines 16 through page 33, line 30) which, in the alternative sought deferral to arbitration under the *Collyer* doctrine.)

ISSUES TO BE RESOLVED

Amended to reflect the above matters and the scope of exceptions filed by Respondent, the ALJ's statement of the major issues is accepted by Respondent. (ALJ Decision, page 6, lines 30-43). As so amended it reads as follows:

1. The alleged status of the various hyphenates as supervisors and representatives for collective bargaining and the adjustment of grievances. This was considerably litigated. However, in its brief, Respondent, as hereinafter noted, concedes that hyphenates performing many functions in dispute (other than that of story editor) are supervisors within the meaning of the Act, and may adjust grievances of employees other than writers represented by Respondent.

2. Whether various actions of alleged restraint and coercion of hyphenates by Respondent designed to compel the hyphenates to cease work for the struck employers, and Respondent's actions in charging, trying, and penalizing such members for going to work during the strike, violated Section 8(b) (1) (B) of the Act.

ARGUMENT

The case of *International Union of Operating Engineers Local No. 9*, (Shelton Pipeline and Construction, Inc.), 213 NLRB No. 93, 87 LRRM 1247, decided by four members of the Board on September 27, 1974, supports each contention Respondent has made with respect to the proper interpretation and application of *Florida Power* to the facts at issue here.

In that case, the Union had fined Collins, one of two company job superintendents, for "crossing Trades Council's picket line and working at the site." The Union's Constitution provided that members were subject to fines and expulsion "for working contrary to a declared strike." A Union official testified that a violation of Union rules occurred if a member "crosses a legal picket line." As to Collins management authority the Board found:

> "Collins was one of the two superintendents at Shelton; he reported directly to Shelton's president; he was Shelton's representative for the purpose of resolving disputes arising under the collective bargaining agreement with Respondent; he was the person designated by Shelton to receive employee com-

> plaints; he represented Shelton at a hearing before the Iowa Employment Security Commission in a matter involving unemployment compensation for a former employee; and Collins met with Roderick, one of Respondent's business representatives, and adjusted a paycheck problem involving an employee. We agree that Collins was a representative selected by Shelton 'for the purpose of . . . the adjustment of grievances." 87 LRRM 1248
>
> After crossing the picket line Collins: ". . . operated a piece of equipment. *He had previously operated such equipment during the periods when there was a shortage of manpower.*" 87 LRRM 1247 (Emphasis supplied.)
>
> The Board interpreted *Florida Power* in these words: "The Court held that the union's discipline of supervisor-members can violate Section 8(b) (1) (B) only when it adversely may affect their conduct in performing the duties of, and acting in the capacity of, grievance adjusters or collective bargainers on behalf of the employer. Also, the Court noted in the decision that Congress addressed the problem of a supervisor's loyalty to an employer but not through Section 8(b) (1) (B), but insisted through Sections 2(3), 2(11), and 14(a), which permit the employer to refuse to hire union members as supervisors, to discharge supervisors because of union activities or membership, and to refuse to engage in collective bargaining with them. In the instant case, Superintendent Collins was not engaged in performing the duties of, and acting in the capacity of, grievance adjuster or collective bargainer on behalf of the Employer when he crossed the picket line and performed struck work. 87 LRRM 1247

Only by hairsplitting distinctions can Collins' actions and situations be treated differently from the hyphenates involved here. The touchstone of the decision was *not* performance of rank-and-file work behind the picket line. It was, as Respondent argues in Exhibit "B" at page

3, whether he was disciplined because of his performance of work as a management representative under Section 8(b) (1) (B).

The work which Collins did was rank-and-file work which the Union permitted him to do "when there was a shortage of manpower." It is difficult to distinguish this work from the A to H writing which *might* be done by hyphenates if occasion required it. In any event, the Board's rationale was not in any way based upon his performance of such non-supervisory work nor did the Union fine Collins because of the performance of such work behind the picket line.

As in this case, the Union's rules condemned crossing picket lines to perform any service for the struck employer. The Board appears to accept Respondent's position that the *Oakland Mailers* type of discipline falls "within the limits of this [the Court's] test" of the scope of Section 8(b) (1) (B) in Union discipline of members who are supervisors. (Exhibit "B", page 3).

For the foregoing reasons, Respondent requests dismissal of the Complaint.

Dated: November 27, 1974.

Respectfully submitted,

/s/ Charles K. Hackler
CHARLES K. HACKLER
1625 West Olympic Boulevard
Suite 805
Los Angeles, California 90015

SUPREME COURT OF THE UNITED STATES

No. 76-1121

AMERICAN BROADCASTING COMPANIES, INC., *et al.*,
PETITIONERS

v.

WRITERS GUILD OF AMERICA, WEST, INC., *et al.*

ORDER ALLOWING CERTIORARI. Filed April 25, 1977

The petition herein for a writ of certiorari to the United States Court of Appeals for the Second Circuit is granted. The case is consolidated with Nos. 76-1153 and 76-1162 and a total of one and one-half hours is allotted for oral argument.

SUPREME COURT OF THE UNITED STATES

No. 76-1153

ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS, INC., PETITIONER

v.

WRITERS GUILD OF AMERICA, WEST, INC., *et al.*

ORDER ALLOWING CERTIORARI. Filed April 25, 1977

The petition herein for a writ of certiorari to the United States Court of Appeals for the Second Circuit is granted. The case is consolidated with Nos. 76-1121 and 76-1162 and a total of one and one-half hours is allotted for oral argument.

SUPREME COURT OF THE UNITED STATES

No. 76-1162

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

WRITERS GUILD OF AMERICA, WEST, INC., *et al.*

ORDER ALLOWING CERTIORARI. Filed April 25, 1977

The petition herein for a writ of certiorari to the United States Court of Appeals for the Second Circuit is granted. The case is consolidated with Nos. 76-1121 and 76-1153 and a total of one and one-half hours is allotted for oral argument.

☆ U. S. GOVERNMENT PRINTING OFFICE: 1977 237983 22